



City of Hialeah  
Milander Center for Arts and Entertainment

Request for Proposals  
RFP #2013/14-3130-12-005

for:

Food and Beverage Services

CITY OF HIALEAH  
REQUEST FOR PROPOSAL

Sealed, written proposals will be received by the Office of the City Clerk of the City of Hialeah, Florida, 501 Palm Avenue until 11:00 A.M., Thursday, January 30, 2013 at which time all proposals will be publicly opened and read aloud in the Council Chambers, 3rd Floor, for furnishing the following:

TO PROVIDE FOOD AND BEVERAGE SERVICES  
RFP NO. 2013/14-3130-12-005

Evaluation criteria: Management Capacity 10%; Experience 10%; Financial Capacity 10%; Compensation 10%; Menu Preparation 10%; Food Quality 20%; Preparation 20%; Service Availability 10% . The City discourages companies that do not meet high professional standards and experience to apply.

Contract documents, drawings, specifications and proposal forms for all proposals may be obtained at the Purchasing Office, City Hall, 501 Palm Avenue, 4th Floor, Hialeah, Florida, by calling 883-5857 or via email to [lasuarez@hialeahfl.gov](mailto:lasuarez@hialeahfl.gov).

A pre-proposal/site visit conference will be held at 1:30 PM on January 13th, 2014 at the Milander Center for Arts and Entertainment. 4800 Palm Ave, Hialeah, Florida 33012. Attendance is not mandatory; however, Proposers are STRONGLY urged to attend. Please contact Luis A. Suarez by phone at 305-883-5857 or via email at [LASuarez@hialeahfl.gov](mailto:LASuarez@hialeahfl.gov) to confirm attendance. Deadline for R.F.I will be Friday, January 17, 2013 @ 12PM.

Proposals shall be submitted in sealed envelopes and shall bear on the face, thereof, the Proposal Number, and the complete name and address of the proposer.

The City of Hialeah reserves the right to reject any and all proposals, or to waive any informality in the bidding. Proposals may be held by the City of Hialeah for a period not to exceed ninety (90) days from the date of opening for the purpose of reviewing the proposals and investigating the qualifications of the proposers, prior to awarding of the contract.

The City of Hialeah reserves the right to accept, or reject proposals on each item separately or as whole.

CITY OF HIALEAH, FLORIDA



Advertisement Date:  
Monday, December 30, 2013

Carlos F. Lopez  
Acting Purchasing Director

## INFORMATION TO PROPOSERS

### A. TIME, PLACE AND DEFINITIONS OF PROPOSAL SUBMISSION

1. The proposer shall complete and submit one (1) original and seven (7) copies and one (1) electronic copy of the proposal documents consisting of all required submittals.
2. To be considered, sealed proposals must be received by mail or in person at the City Clerk's Office, City of Hialeah, City Hall, 501 Palm Ave. Third Floor, Hialeah, Florida 33010 in a sealed envelope, not later than **11:00a.m. Eastern Standard Time, on January 30<sup>th</sup>, 2014.**
3. The proposer(s) shall identify his proposal on the outside of the envelope by writing the words:  

"Proposal:  
Milander Center for Arts and Entertainment -  
Food and Beverage Services  
11:00am January 30<sup>th</sup>, 2014"
4. Questions regarding any aspect of the proposal documents or any other matter to this solicitation shall be directed in an email to:  

Luis Suarez, Purchasing Supervisor  
Email: lasuarez@hialeahfl.gov
5. Definitions: The following definitions will apply to the document herein:
  - a. Proposal - the document or documents submitted by proposers in answer to the RFP package questions and information requested by the "Owner" relative to the food and beverage operational management contract at the Milander Center for Arts and Entertainment.
  - b. Proposer - that party or parties responding to the Owner's RFP, in written form, regarding the above referenced contract.
  - c. Contract - shall mean a binding agreement to provide the food and beverage service for the Owner as provided herein.
  - d. Contractor - shall mean the corporation, company, partnership, firm or individual named and designated in the contract as the "Contractor", or their employees, agents and legal representatives.
  - e. The Center - The Milander Center for Arts and Entertainment Hialeah, Florida

- f. Catering services - food and beverage functions where payment is received for pre-arranged services.
- g. Net Profit - gross profit less expenses (including fees) and investment depreciation.
- h. Third Party Sales - subcontracted source sales provided from vendors other than subcontractors to the Contractor.
- I. Gross Profit - all gross food/beverage service sales as defined under this contract less applicable sales taxes.
- j. RFP - The formal Request for Proposal document provided to proposers for this contract.
- l. Senior Management - Personnel from the Contractor's firm assigned to this project and relating to the following positions.
  - Event Coordinator (located at the Milander Center).
  - Parks and Recreation Director / Supervisors (City of Hialeah Parks and Recreation).
  - City of Hialeah, Purchasing and Financial Liaison Personnel (if applicable).

NOTE: The term City Government shall mean any person(s) located at the Milander Center for Arts and Entertainment Main office or reporting directly to Parks and Recreation personnel if such an entity applies to the successful proposer.

- m. Gross Food Service Sales - the total amount of money, gratuities not actually paid to employees and service charges received or charged by the Contractor, his agents, subcontractors or employees of the Contractor for all food and beverage service sales, excluding applicable taxes, made under this agreement.
- n. Food Service Equipment - All equipment used in the storage, preparation, cooking, serving, holding and ware washing areas of the manual food service operations.
- o. Controllable Expenses - certain out of pocket expenses associated with the daily food and beverage operations including payroll, payroll taxes, administrative and general costs, and other daily operating costs, as set out in the financial schedules set out herein.
- p. Owner - The City of Hialeah
- q. Owner's Representative - The purchasing supervisor for the City of Hialeah

## **B. FORM OF PROPOSAL**

1. Proposals shall be properly executed by duly authorized officers of the Proposer(s). If the Proposer(s) is/are a Corporation or Joint Venture, the Proposal must be signed in its home office(s) and on its behalf and under seal by two (2) duly authorized signing officers of the Corporation(s). The Offices held by the signing officers must be shown and all forms shall be duly notarized by a registered Notary Public.

- a. Corporate Resolution

All corporate proposals shall include a duly executed resolution of the Board of Directors, either approving the particular proposal being submitted, or specifically authorizing and empowering a designated agent of said corporation to bind the corporation in all matters involving, related to, or incidental to the submission of a proposal hereunder and, if accepted by the Owner, the corporation's full performance under the terms of the Food and Beverage Services Contract.

- b. Foreign (non-Hialeah) Corporations

The owner requires foreign corporate proposers to qualify in the City of Hialeah and the State of Florida prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in Florida, at their own expense, upon the written request of the Owner without regard to whether such corporation is actually awarded the contract, and, in the event that the award is made, prior to conducting any business in the State.

2. Proposals shall consist of Schedules A through H and Appendices 1 through 3 attached hereto completed in every detail. Additional pages may be used where necessary.

Schedule A – The Milander Center for Arts and Entertainment Food and Beverage Services Proposal.

Schedule B - Business Questionnaire.

Schedule C – Contract Options.

Schedule D - Menu Details - Food and Beverage Functions and Facilities.

Schedule E - Additional Information.

Schedule F - Comments on Food and Beverage Services Contract.

Schedule G. – Non-Collusion Affidavit, Disclosure Affidavit, Insurance Requirements and Sworn Statement.

Schedule H - Food and Beverage Services Contract

Appendix 1 – Small wares and Contractor Supplied Equipment

Appendix 2 - Selected Data.

Appendix 3 - Food Service Equipment List.

### **C. PROPOSAL CONDITIONS**

#### **1. General Information**

- a. The City of Hialeah ("the Owner") is the Owner of Milander Center for Arts and Entertainment ("the Center") and has granted the right to operate the Center to its Event Coordinator (the "Manager"). Included in this right is the right to provide food, beverage and related services to patrons attending events at the Center.
- b. Projected food service attendance data at the Center is attached as Appendix B.

#### **2. Acceptance of Proposals**

Proposals shall remain open for acceptance and be irrevocable for a period of thirty (30) calendar days from the proposal opening date. The Owner reserves the right to reject any or all proposals. The lowest proposal will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. The Owner will review the overall qualifications and business proposals of the bidders and in its judgment, select the best qualified. After submission of a Proposal, and before acceptance of any Proposal by the Owner, the Owner may request, and Proposer shall furnish, such additional information related to the Proposer as the Owner may reasonably request.

#### **3. Award of Contract**

- a. As promptly as possible after the receipt and review of proposals, the Owner will notify proposers and assign a time for selected "short-listed" proposers to appear before the Owner's Selection Committee to present their proposals. Once chosen, the successful proposer shall then be required to negotiate the final terms and conditions of a contract and provide all documentation, including a certificate of insurance and a surety bond or irrevocable letter of credit.
- b. In the event that the successful proposer does not execute the contract as herein required, the award of the contract may then be made to another proposer or the Owner may decide to call for new proposals.
- c. Immediately after the notice of award, the Contractor(s) and his Food service Manager(s) shall begin planning in conjunction with the Owner's staff to insure fulfillment of all obligations. The Contractor(s) will be expected to provide all

necessary operational coordination services upon execution of the contract, the expenses of which will be borne by the Contractor(s). The Contractor(s) will be expected to attend meetings as required by the Owner or its designee to assist in the preparation for the transition.

4. Expenses in Preparation of Proposals

Neither the Owner, nor the Milander Center will be responsible for, nor pay for, any expenses incurred by the Proposer in the preparation of the proposal.

5. Examining Documents

The Proposer will be deemed to have studied and examined all facilities and all relevant documents before proposing.

6. Proposal Documents

Proposal documents may be obtained from the City of Hialeah Purchasing Division at 501 Palm Ave. Hialeah Fl. 33010, 4<sup>th</sup> Floor Purchasing Department.

**D. ADDITIONAL INFORMATION**

1. Content of Proposals

- a. In selecting a Contractor for the Center, studied consideration will be given to the contents of Proposals. Proposers should describe in great detail how they propose to meet the Specifications for Contract for Food, Drink and Miscellaneous Services at the Center, including:

- 1) Proposer shall be required to provide the following basic financial obligations:
  - I. Minimum commission on gross food/beverage sales as proposed in the proposal documents.
  - ii. Glassware, Flatware's, Linen services, Small wares for 2,000 people
- 2) Number, qualifications, and authority of full time personnel and managers, source of part time personnel and proposed uniforms for employees and management level staff at the various service venues throughout the Center.
- 3) How the proposer proposes to continue to, and participate in the total effort of continuing the center's successful operation.
- 4). any other information the proposer believes will be helpful to the Owner in making a selection.

- b. Detail and comprehensiveness of the Proposal are important to the Owner and will be considered in making the selection.
- c. Specific factors will be applied to proposal information to assist the Owner in its task of selecting the most qualified candidate for this contract. General guidelines for review are as follows:
  - 1) Financial capability to perform the contract.
  - 2) Background in High-Volume food and beverage operations pertaining to multi-use services (includes "track record" in public assembly building feeding services).
  - 3) Management Qualifications, especially related event center food service backgrounds of proposed senior management proposed for this facility.
  - 4) Merchandising and Sales Creativity proposed. Also examples of menu concept design, special promo decor and uniforms must be presented.
  - 5) Operational Expertise as evidence in this proposal, i.e., staff training/manual procedures, provision of (availability of) daily financial data to Owner, ability to provide back-up management expertise on short notice.
  - 6) A successful, detailed interview with the proposer's general manager candidate.

## 2. General Scope

- a. The Owner will award to the best qualified and responsible proposer(s) a contract to provide exclusive food and beverage service as specified herein; sell alcoholic beverages under certain conditions, operate the main kitchen, cater food and beverage to meeting functions, conferences and various events.
- b. The Owner's food and beverage facilities and equipment shall be used solely for the conduct of the described contract. The areas to be occupied by the Contractor may be subject to increase or decrease from time to time. The Owner will designate which space or areas the Contractor may use in the performance of the responsibilities as set forth herein to conform with the priorities established by the Center. These specifications will become part of the contract and be binding upon the parties thereto.
- c. Interested parties are encouraged to attend the pre-proposal / site visit. Attending this meeting will allow you to see the facilities and services the center offers.

- d. Proposals shall become the property of the Owner and shall be deemed a public record as defined by the owner.

3. Center Activities

- a. The Center will provide a broad range of activities.

4. Review of Plans and Analysis of Potential

- a. Each Proposer shall visit the Center to inspect and familiarize themselves with the facilities.
- b. The Owner will schedule a pre-proposal meeting/site visit to answer questions and clarify contract points by proposers prior to the final date of submission of proposals. This meeting will be in Hialeah, Fl. on January 13th, 2014 at 1:30 P.M., at the Milander Center for Arts and Entertainment 4800 Palm Ave, Hialeah, Florida 33012. Attendance is not mandatory; however, proposers are strongly urged to attend.

5. Proposer's Qualifications

- a. In order to qualify for the award of the contract, proposers must meet the following minimum qualifications. Further, the qualifications as set forth herein are designed to establish experience criteria with which the proposer demonstrates his capability to provide food and beverage service in a major convention center facility. The Owner will be particularly interested in reviewing the following proposal information:
  - 1). Evidence in the form of answers to the enclosed business questionnaire or additional evidence in affidavit form:
    - i. that proposer has experience in major places of public assembly such as a convention center, which has multi-purpose facilities including exhibition halls and various sized meeting rooms, citing the number of years and the locations at which such operations are conducted;
    - ii. That proposer has operated a first-class catering/banqueting, bar/lounge, and/or concessions program involving the purchase, preparation, and serving of food and drink to the public on a mass scale; and
    - iii That proposer has experience in serving food and drink in banquet, concessions, or restaurant style to at least five hundred (500)

persons at one sitting. Proposer must cite location of operation(s) and number of years operated.

- 2) Operating experience (minimum of at least 5 years) and reputation for quality of service and cooperation in line with paragraph a. above and satisfactory to the Owner.
- 3) Financial resources which, in the opinion of the Owner, are adequate to insure full and proper performance of the contract. A proposer must submit a **current financial statement** which is not to be older than one (1) year after the close of the accounting period. Said statement is to be certified by a certified public accountant.
- 4) Demonstrated ability to develop maximum gross receipts and potential from similar type operations;
- 5) Demonstration of a "good faith" effort to meet or exceed the goals of any Equal Opportunity programs required by the Owner for this contract.
- 6) Demonstrated abilities in other convention centers or similar facilities in the areas of:
  - i. Quality control measures to be undertaken;
  - ii. Institution of safety/emergency management programs;
  - iii. Positive results of recycling programs;
- 7) Of critical importance in the evaluation of proposers will be the ability to provide resident experienced, professional management and support services to insure a quality program satisfactory to the Owner. Resumes of all management candidates to be ultimately interviewed and selected are to be submitted to the Owner.
- 8) Literature, brochure, website etc., describing the operation(s) of the firm and such other material(s) that may be useful in determining the operating experience and reputation for quality and cooperation of the proposer and ability to begin operations as noted.
- 9) A proposer must submit an organizational chart of the proposed operation to include a manual of operational procedures for the Center's food and beverage program.
- 10) A proposer should provide in great detail and submit with the proposal a thorough evaluation of proposed sales potentials including its work papers evidencing evaluation of prime and secondary market needs and definitions, as well as its marketing and promotional programs for the term

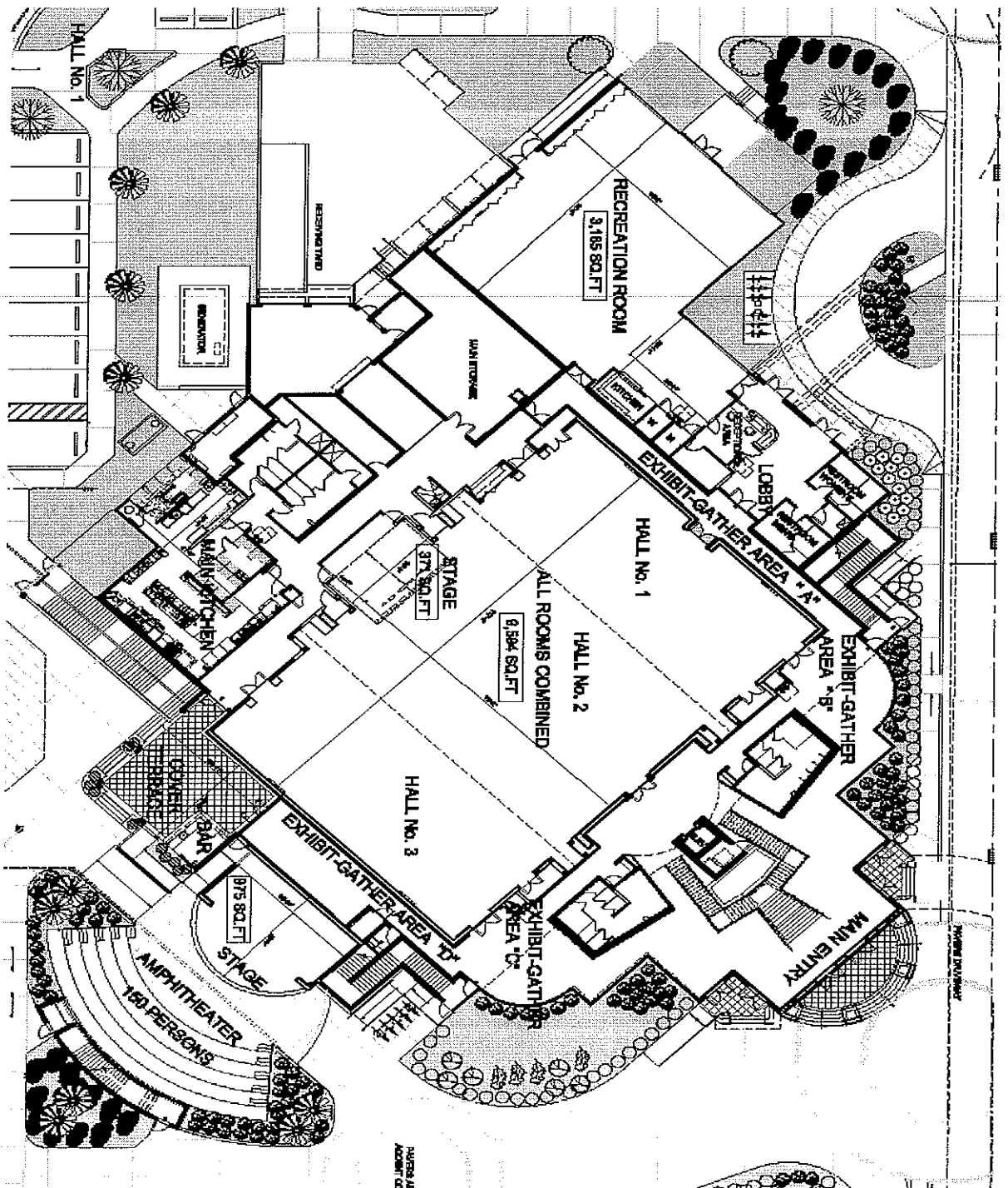
of the agreement. This program will be aimed at generating maximum food and beverage business for the Center.

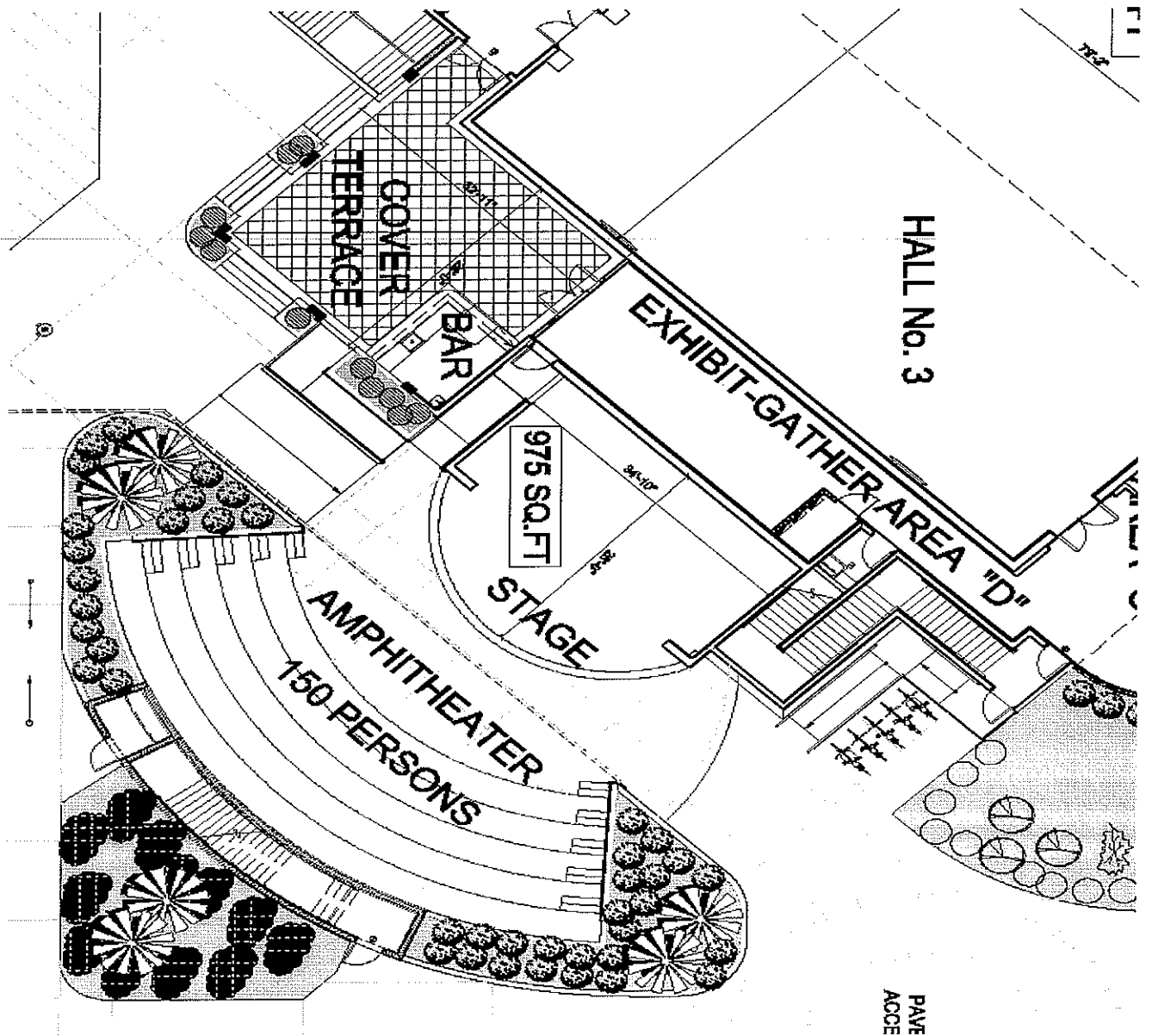
- 11) Proposer should outline in great detail the following programs:
  - i. Alcohol awareness, i.e., TIPS training programs, systems and philosophy.
  - ii. A sample questionnaire for use by the Owner and guests in evaluating services. Discuss how a continuing program of this nature will be instituted and the overall program goals/objectives.
  - iii. Compliance with the new American Disabilities Act in all services performed for and on behalf of the Owner.
  - iv. Health, safety, and first aid procedures employed i.e., mouth-to-mouth resuscitation and AED training, Heimlich maneuver training, etc.
- b. The Owner may require such other information as deemed necessary to ascertain the qualifications of a proposer.
- c. The decision of the Owner and the staff as to the acceptable qualifications of the proposer shall be final and binding without any right of appeal.
- d. The contract under which the services as a whole shall be granted will be for a term of two (2) years, commencing on the date of execution, or the first day operator takes possession of the foodservice facilities and generates actual sales within the Center and thereafter for one (2) possible two (1) year contract extension.

## 6. **Facilities**

- Amphitheatre
- Art Gallery
- Exhibit Area
- Hall 1
- Hall 2
- Hall 3
- Hall 4
- Recreation Room
- Roof Top Terrace
- Main Lobby
- Surrounding Terraces and Courtyards
- Main Kitchen & Equipment

# SEATTLE ROOM PLAN





HALL No. 3

EXHIBIT-GATHER AREA "D"

975 SQ. FT.

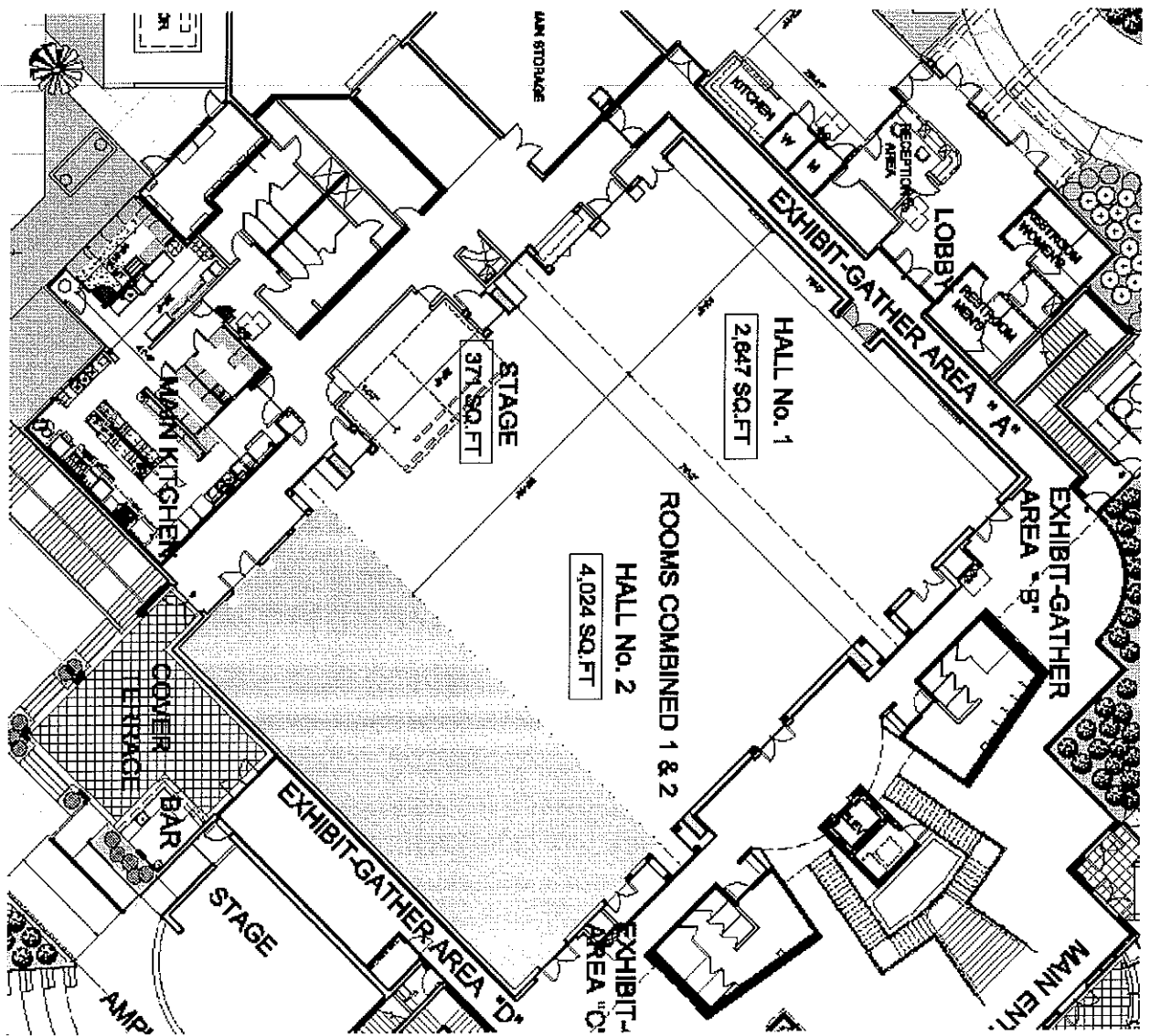
STAGE

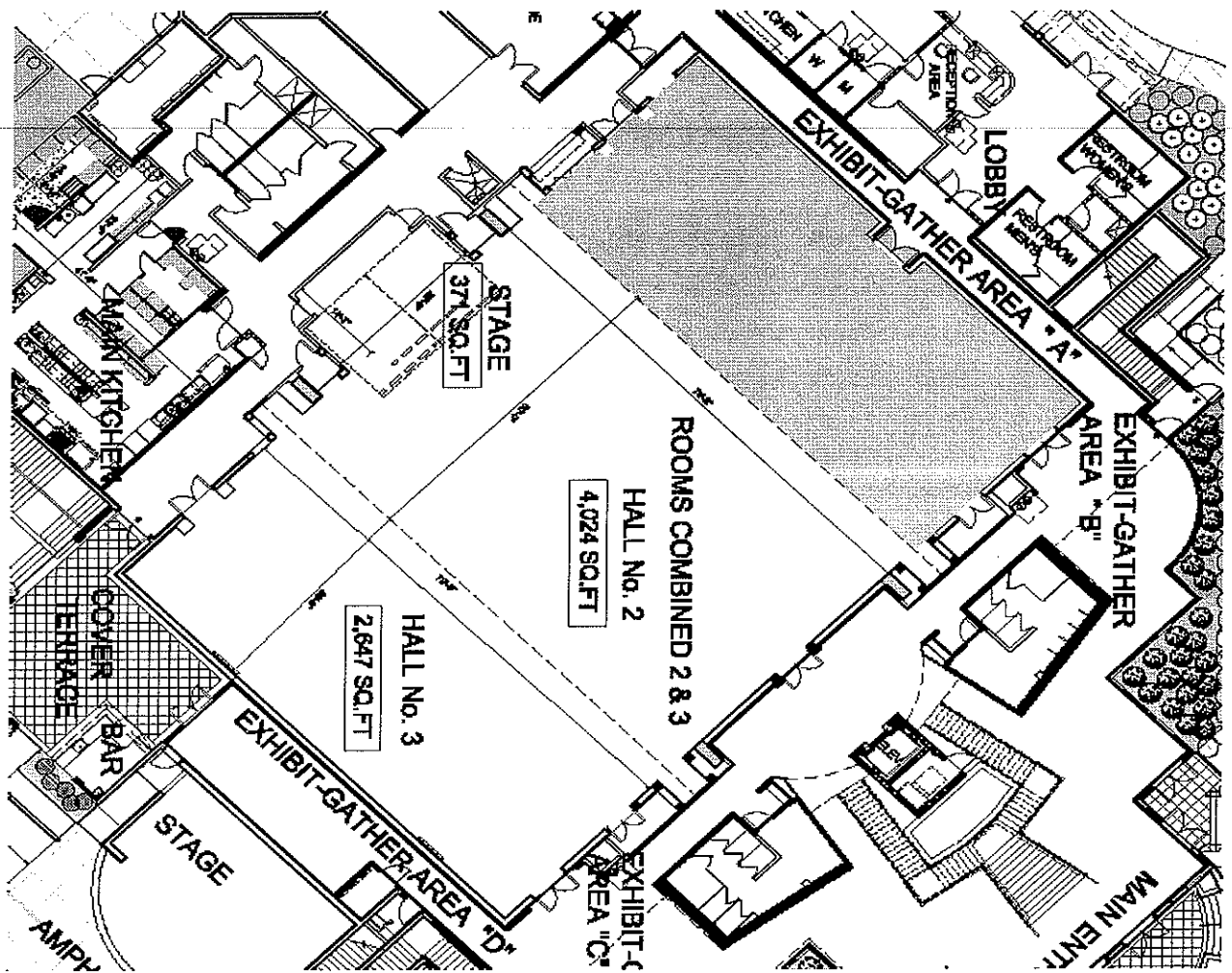
COVER  
TERRACE

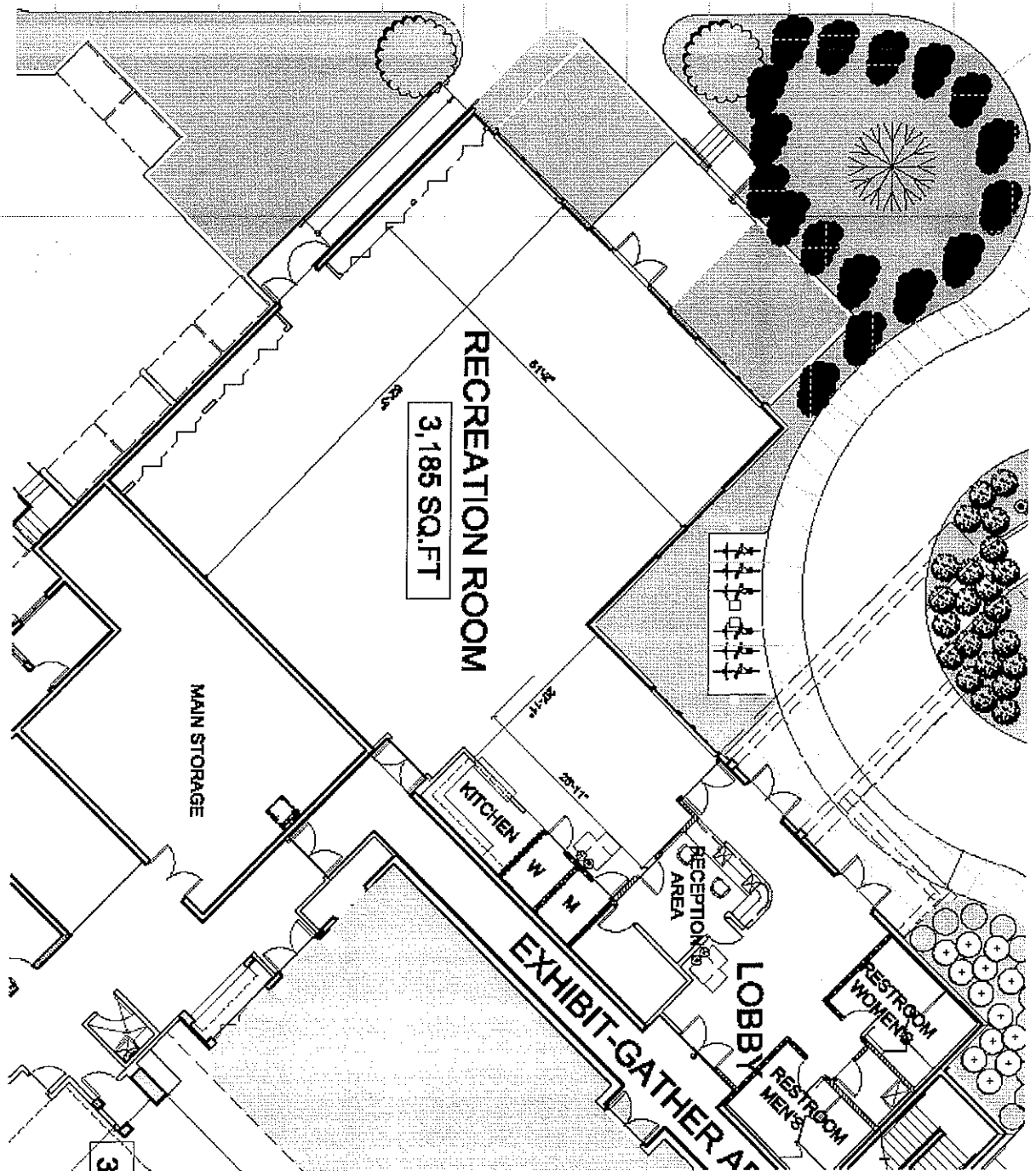
BAR

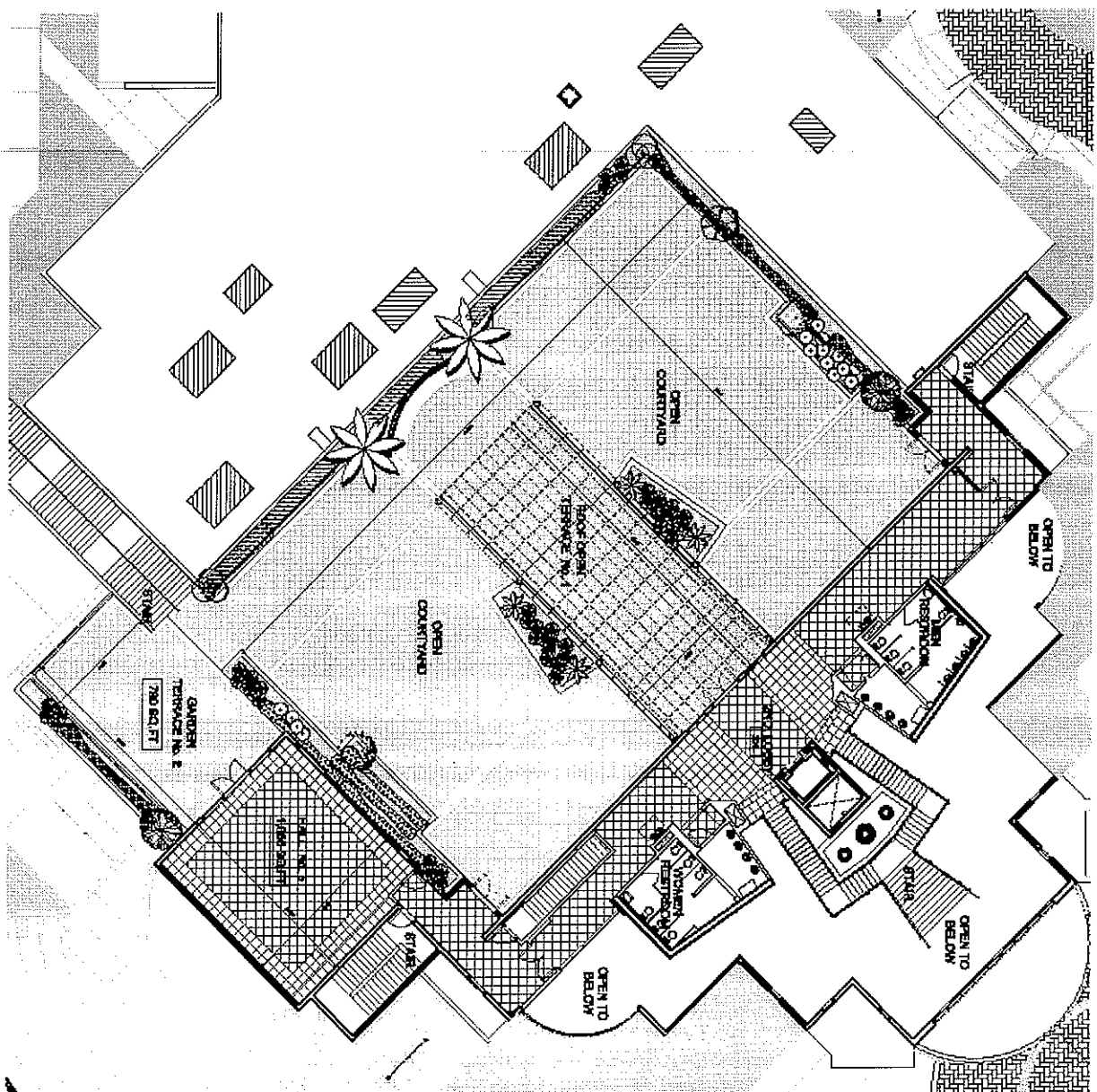
AMPHITHEATER  
150 PERSONS

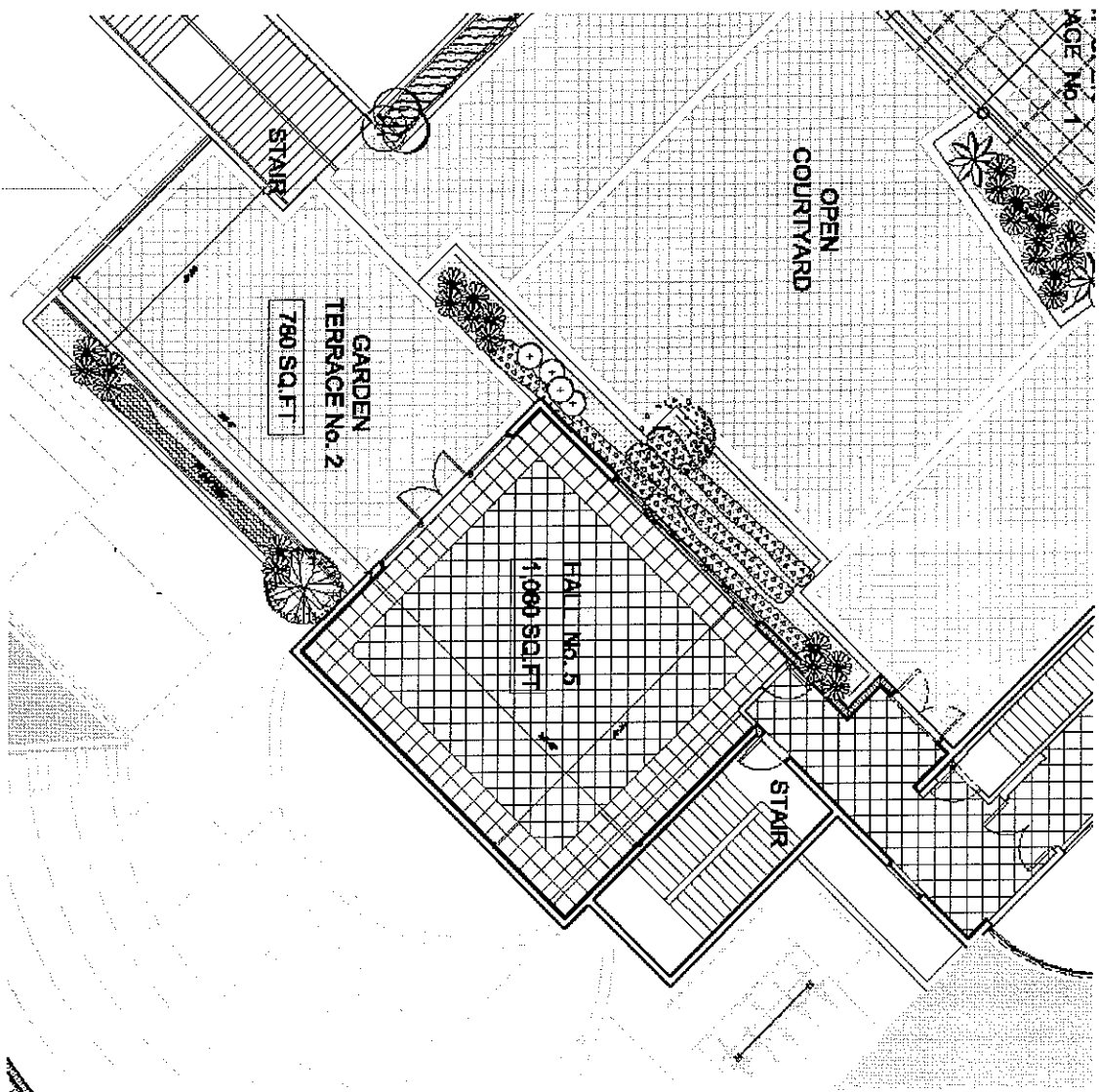
PAVE  
ACCE

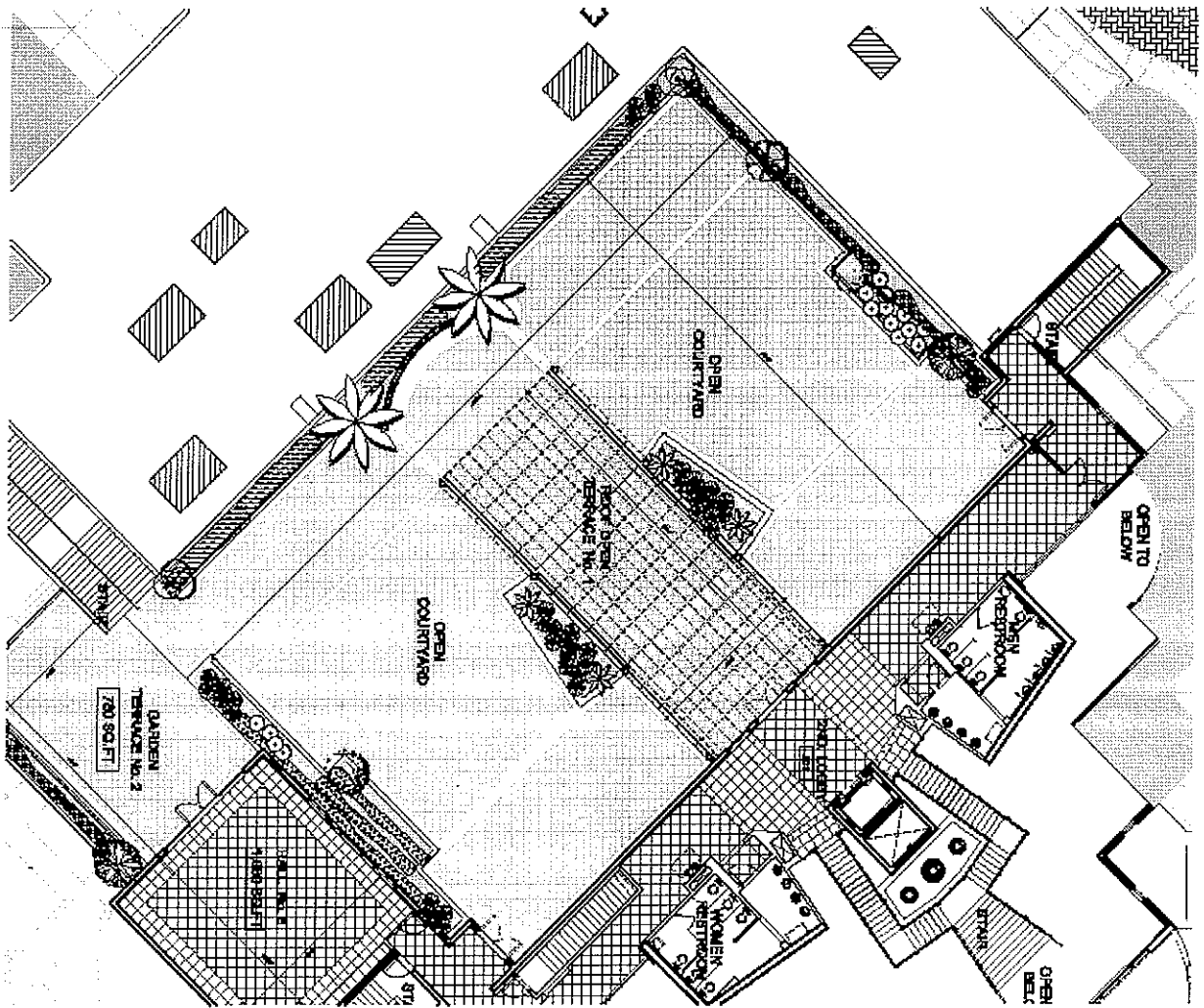


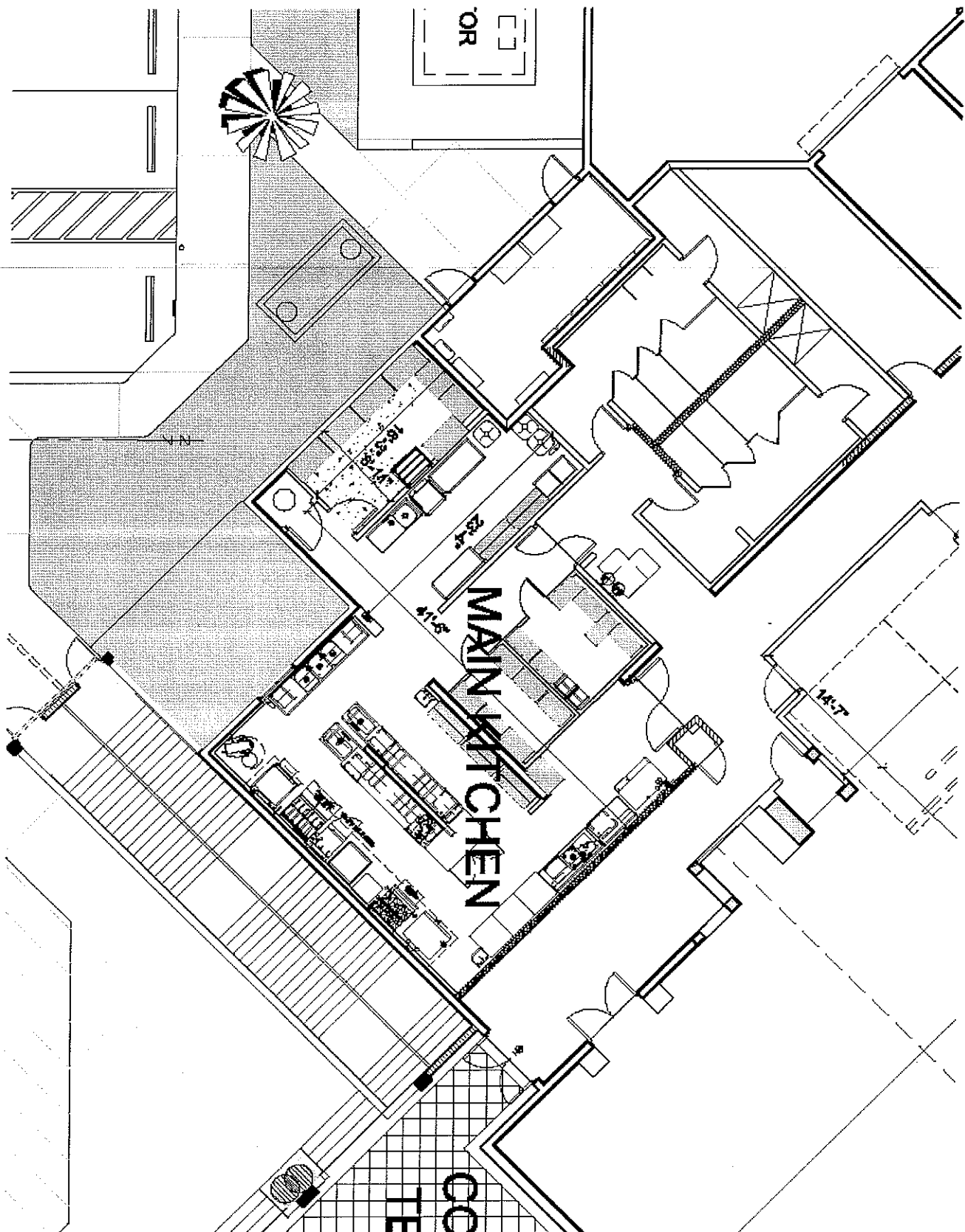












Note:

- a. Contractor will have use of the corridor by the kitchen for a "staging area."
- b. Mobile thematic food and beverage equipment will be utilized throughout the center as necessary.

**E. EQUIPMENT**

1. The Owner will provide the equipment and fixtures as outlined in Appendix 3 of the attached Agreement.
2. In addition the contractor will provide all glassware, flatwares, linen services, small wares and equipment as specific in the attached agreement and as outlined in Appendix 1 to said agreement.
3. If the Contractor wishes to add equipment beyond that which is provided by the Owner, any items purchased and installed by the Contractor shall be of a type and class approved by the Owner and in sufficient quantities to provide proper service to the patrons of the Center.
4. All Contractor purchased equipment and furnishing shall be new, of modern design, and of first-class material and construction. The furnishings and equipment shall be of such quality, design, and finish as will be in keeping, in the opinion of the Owner's management with the general decor of the Center. All such expenditures by the Contractor must be approved in writing by the Owner before purchase and installation.
5. Contractor understands that Owner will approve all cash and internal control systems and the monitoring thereof before their implementation. Additionally, a periodic compliance audit will be required under this Contract.

All proposal submissions are based upon an understanding and commitment to the above project goals and objectives.

## **F. GENERAL**

1. Submission of a Proposal shall constitute agreement by the Proposer to the terms incorporated in this "Information to Proposers", which agreement, in the case of the "Successful Proposer," shall remain in effect during the life of the Food and Beverage Services Contract.
2. Proposers must submit with their proposals the required contractor's qualification statement including a written statement attesting that the firm will provide all required services and fees to the Owner if selected for this contract, as well as the Equal Opportunity Program qualifying information with supporting documentation as required.
3. The proposal documents herein include the Instructions to Proposers, sample forms and other Contract Documents including General and Supplementary Conditions, and Equipment Lists.
4. Each Proposer must certify under penalties of perjury that its proposal is in all respects bona fide, fair and made without collusion or fraud with any other person.
5. It shall be the responsibility of proposers to thoroughly familiarize themselves with the provisions of these specifications and the facilities of the present Center. The Owner is not required to give consideration to any claim of misunderstanding.
6. The Owner reserves the right to reject any and all proposals and to waive any irregularities or informality with respect to any proposal.
7. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or in default to any government entity for delinquent taxes or assessments or any debt or contract whether as defaulter or bondsman.
8. The contract with the successful Contractor will be drawn by the Owner's legal counsel and may contain such other provisions as are deemed necessary to protect the Owner's interests therein.
9. The Contractor agrees to abide by the rules and regulations as prescribed herein and as prescribed by the Owner as the same now exists or may hereafter from time to time be changed in writing.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decisions of the duly designated representative of the Owner shall be final.

## **G. INTERPRETATION OF DOCUMENTS**

1. All questions during the Proposal period and all questions arising out of the pre-proposal conference that require further written interpretation, will be in the form of written Addendum(s) duly issued and a copy of such Addendum(s) will be mailed and delivered or faxed to each person receiving a set of proposal documents. No verbal rulings or interpretations will be held binding upon the Owner. Addendum or Addenda so issued will become part of the proposal documents and receipt thereof by the proposer shall be acknowledged in the Proposal Form.
2. No change will be made to proposal documents by written Addendum during the four (4) full working days immediately proceeding the established time for receipt of proposals.

## **H. WITHDRAWING OF PROPOSALS**

1. At any time prior to the hour and date set for the opening of proposals, a proposer may withdraw his proposal, however, this will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of bids.

## **I. PROPOSAL EVALUATION**

1. Selection Process

Proposals will be evaluated by a Selection Committee utilizing the Evaluation Method and Criteria described below to rate and rank each proposal. The Selection Committee may invite one or more of the Proposers to a Selection Interview. Following a complete review of the Proposals, the Selection Committee will submit a recommendation to the City Mayor for selection of a contractor. The City of Hialeah/Milander Center for Arts and Entertainment reserves all rights as described in this RFP including, but not limited to the right to accept or reject any or all proposals, to extend the period for accepting proposals, to re-advertise the RFP at any time and to waive any minor irregularities in any proposals.

2. Evaluation Method & Criteria

Proposals to this RFP will first be reviewed for responsiveness to the requirements. If any information is missing from the required content, the proposal may be deemed non-responsive and any further review is subject to the Owner's discretion.

The parties will also consider the following:

- a. Qualifications of Food and Beverage service company members assigned to provide Food and Beverage services to the facility.
- b. Approach to the service will be evaluated, understanding of the Convention Center's current operations, along with understanding of the local environment.
- c. Overall quality of proposal and quality of services provided.

The Review Committee will make a recommendation based on the criteria in this Proposal to award the contract to a selected for Food and Beverage services. The parties will make the final determination whether or not to award. The Owner may conduct interviews of the top scoring Proposals.

### 3. Evaluation Criteria

Recommendations for selection of the Service Contractor will be based on the following weighted criteria of 100 possible points:

	Qualification and Experience	Points
(1)	Management Capacity	0-10
(2)	Experience and Skill	0-10
(3)	Financial Capacity	0-10
(4)	Compensation	0-10
(5)	Menu Preparation	0-10
(6)	Food Quality	0-20
(7)	Presentation	0-20
(8)	Service Availability	0-10
	Total	100

**SCHEDULE "A"**  
**MILANDER CENTER FOR ARTS AND ENTERTAINMENT**  
**HIALEAH, FLORIDA**  
**FOOD AND BEVERAGE SERVICES PROPOSAL**

MUST BE SUBMITTED WITH PROPOSAL

WE \_\_\_\_\_  
having examined the Food and Beverage Services Contract, do hereby offer and agree to furnish the food and beverage services described in Schedules "A" through "H" and Appendices 1-3, inclusive at the prices stated therein.

\_\_\_\_\_ has received, reviewed, and  
agrees to and acknowledges receipt of Addenda (s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

Submitted by: \_\_\_\_\_

(Company Name)

- ☐ I will sign the contract in Attachment H in its present form.
- ☐ I suggest changes to the terms and/or conditions of the contract in Attachment H and have attached a copy marked "Proposed Contract Changes" to my proposal.

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Authorized Agent or Officer)

\_\_\_\_\_  
(Authorized Agent or Officer)

**SCHEDULE "B"**  
**MILANDER CENTER FOR ARTS AND ENTERTAINMENT**  
**HIALEAH, FLORIDA**  
**FOOD AND BEVERAGE SERVICES PROPOSAL**  
**BUSINESS QUESTIONNAIRE**

MUST BE SUBMITTED WITH PROPOSAL

**INSTRUCTIONS:**

Proposer must present evidence that they are fully competent and have the necessary facilities, experience and financial resources to fulfill the conditions of the Food and Beverage Services Contract. To provide the Owner with information on these points, proposers must submit, as part of their proposals, information stipulated in this questionnaire. In addition, certain minimum financial and experience requirements are set forth herein which must be met in order for a proposal to be considered. Proposers unable to satisfy the minimum requirements shall be disqualified.

Failure to submit this Business Questionnaire with all questions completely answered may disqualify the proposer, in accordance with conditions stipulated in the "Instructions to Proposers." The information in this Business Questionnaire will be held confidential.

**Minimum Financial and Experience Requirements:**

The proposer submitting this proposal warrants that said proposer has the following qualifications:

1. That the principal firm, partnership or corporation or its parent company making application has been in continuous existence for a period of the past five (5) years, or more.
2. That the principal proposer or its parent company has, for at least the past five (5) consecutive years, operated a catering and/or food or beverage concession, as a major concessionaire or caterer, or both, in one or more convention centers, or similar facilities with gross sales of One Hundred Thousand (100,000) or more per year in at least one (1) location.
3. That the principal proposer or its parent company can satisfy all requirements as noted under Proposer's Qualifications in the Instructions to Proposers Section of this package. Additional information should be attached to this Business Questionnaire as Addendum information.

INFORMATION TO BE FURNISHED WITH PROPOSAL:

PLEASE PRINT OR TYPE IN BLANK SPACES

Date Submitted: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Proposer is: (a) \_\_\_\_\_

(Full Name)

If proposer is an  
individual, fill  
in Para. (a) only.

\_\_\_\_\_  
(Street, City and Zip)

\_\_\_\_\_  
(email and phone number)

and is sole owner of, and doing business as:

\_\_\_\_\_  
(Trade Name)

OR (b) A commercial partnership composed of the following partners:

If proposer is a  
partnership, fill  
in Para. (b) only.

\_\_\_\_\_  
(Give Names, Addresses, Emails and Phone Numbers of all Proposers)

doing business as: \_\_\_\_\_  
(Trade Name)

domiciled at: \_\_\_\_\_

\_\_\_\_\_  
(Street, City and Zip)

In the state of: \_\_\_\_\_  
and which contract will be signed by:

\_\_\_\_\_  
(Name of Partner)

\_\_\_\_\_  
(Title)

A member of the co-partnership.

Additionally, please submit a copy of the partnership agreement and a partnership certification evidencing the existence of the partnership and the authority and incumbency of the person signing on behalf of the partnership.

OR (c) A corporation organized under the laws of the state of

if bidder is a  
corporation fill  
in Para (c) only.

\_\_\_\_\_, domiciled

at: \_\_\_\_\_

\_\_\_\_\_  
(Street, City and Zip)

\_\_\_\_\_  
(email and phone number)

and authorized to do business in the state of Florida and which  
Contract will be signed by:

\_\_\_\_\_  
(Name of Officer) (Title)

Officer who signs contract for successful bidder must furnish Notary with an extract of minutes of corporation's Board of Directors showing his authority to act for the corporation.

Additionally, the corporation should submit an officer's certificate containing a copy of the current minutes of the corporation authorizing the corporation and the individual officer to act and stating the incumbency of the acting officer.

3. The following named surety company authorized to do and doing business in the state of Florida, will execute the bond as surety for the proposer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Surety)

The following named bank domiciled in the state of Florida will furnish an irrevocable letter of credit in lieu of surety bond:

\_\_\_\_\_  
(Name and Address of Surety)

4. Number of years' experience of the proposer making this proposal in the operation of the required concessions:

<u>TYPE OF OPERATION</u>	<u>YEARS OF EXPERIENCE</u>
First Class Fixed and Mobile Concessions/Lounges	_____
Exhibition Hall	_____
Meeting Room/Specialty Dining Facilities	_____
Catering/Banquet Facilities	_____

5. Give the names and locations of places at which your organization has operated above mentioned businesses, together with the dates of operation (attach additional pages as necessary):

<u>Type of Operation:</u>	<u>Name:</u>	<u>Location:</u>	<u>Dates:</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. State approximately the largest gross receipts your organization has realized from the operation of the aforesaid facilities at any one place in one (1) year:

\_\_\_\_\_  
(Year)

\_\_\_\_\_  
(Location)

7. List below the names and addresses of your landlords for the operations listed in Item 5 above:

<u>Operation</u>	<u>Landlord</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____

- 
- 
- 
8. Have any leases for the operation of convention centers, restaurants/cafeterias, cocktail lounges, auditoriums, exhibition halls, etc., held by your organization ever been canceled?

Yes ( ) No ( ). If yes, explain in detail these circumstances on separate sheets of paper.

9. Has Contractor ever been charged with delinquent personal property taxes on the general list of personal property in Miami-Dade County, Florida, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Miami Dade County, Florida?

Yes ( ) No ( ). If yes, explain in detail these circumstances on separate sheets of paper.

10. Bank References:

Bank:

Address:

- 
- 
- 
- 
- 
11. Annual financial statements for each proposer (each joint venture partner) for the most recent fiscal year period, certified by an independent certified public accountant, must be furnished.

12. Based upon the types and styles of food and beverage service required, proposers must submit a Profit & Loss Yearly Statement for a similar operation outlining sales, cost of sales, including but not limited to food cost, payroll, administration, utilities, insurance, janitorial etc. This Profit and Loss Statement must be detailed in every regard and should follow the standard format as approved and used by the National Restaurant Association under the Uniform System of Accounts for Restaurants.

**SCHEDULE "C"**  
**MILANDER CENTER FOR ARTS AND ENTERTAINMENT**  
**HIALEAH, FLORIDA**  
**FOOD AND BEVERAGE SERVICES PROPOSAL**

MUST BE SUBMITTED WITH PROPOSAL

COMMISSIONS	MINIMUM ACCEPTABLE	PROPOSED	PROPOSED
<b>Food Service and Non-Alcoholic Beverages</b>		<b>Commission Years 1-2</b>	<b>Commission Years 3-4</b>
Catered Affairs	15% of gross food sales	__% of gross food sales	__% of gross food sales
<b>Alcoholic Beverage Services</b>			
Catered Events	15% of gross bev sales	__% of gross bev sales	__% of gross bev sales

Note: Proposed commissions for years 1-2 should be greater than or equal to the minimum acceptable base commissions.

## **SCHEDULE "D"**

### **MENU DETAILS - FOOD AND BEVERAGE FUNCTIONS AND FACILITIES**

<p>MUST BE SUBMITTED WITH PROPOSAL ON SEPARATE SHEETS</p>
---------------------------------------------------------------

1. Proposers should present detailed sample menu and pricing information for all products proposed to be offered at Milander Center for Arts and Entertainment. Sample Menu's should include pricing for:

A. Catered Menus for Banquets and Meeting Room Meal Functions

Include Breakfast, Lunch, Dinner, and Break service

B. Reception/ Hors d' oeuvre Menus

C. Liquor Functions

\*\* (PLEASE INCLUDE THREE PRICING TIERS)

\*\* (PREMIUM/ MODERATE/ STANDARD)

## **SCHEDULE "E"**

### **ADDITIONAL INFORMATION**

**MUST BE SUBMITTED WITH PROPOSAL ON  
SEPARATE SHEETS**

Proposer to provide details of other compensation arrangements which it would like to be considered.

## **SCHEDULE "F"**

### **COMMENTS ON FOOD AND BEVERAGE SERVICES CONTRACT**

<p><b>MUST BE SUBMITTED WITH PROPOSAL ON SEPARATE SHEETS</b></p>
----------------------------------------------------------------------

The Owner will be pleased to consider any suggestions Proposer feels might result in a greater volume of sales, more efficient operations, etc., from production, facilities mix and flow of goods/service standpoints.

## SCHEDULE "G"

### NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

MUST BE SUBMITTED WITH PROPOSAL

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partner, own agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to sub a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, or to fix any overhead, profit or cost element of the Bid price or the Bid price any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Hialeah (Local Public Agency) or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name) \_\_\_\_\_

Subscribed and sworn to before me

\_\_\_\_\_  
(Title)

This \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_

**PURCHASING DIVISION  
CITY OF HIALEAH DISCLOSURE AFFIDAVIT**

**MUST BE SUBMITTED WITH PROPOSAL**

I \_\_\_\_\_ being first duly sworn, state:

The full legal name and business address\* of the person or entity contracting or transacting business with the City of Hialeah are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

If the contract or business transaction is with a corporation, the full legal name and business address\* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address\* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address\* shall be provided for each trustee and each beneficiary. All such names and addresses are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The full legal names and business address\* of any other individual (other) than subcontractors, material men, suppliers, laborers, or lenders who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

\_\_\_\_\_  
\_\_\_\_\_

Tax ID Number (F.E.I.N) or Social Security Number: \_\_\_\_\_ - \_\_\_\_\_

**PROOF OF CORPORATE STATUS**

Please provide proof of corporate status. All vendors and bidders must be an active corporation in good standing in the State of Florida or any other State. If incorporated in a State other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. This requirement also applies to limited liability companies, partnerships, limited partnerships, joint-ventures, etc.

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public - State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print/Type and Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_ or Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

**\*\*Post office box addresses are not acceptable.**

## INSURANCE REQUIREMENTS

See Insurance Check List for applicability to this contract.

The contractor shall be responsible for his work and every part thereof, for all materials, tools, appliances and property of every description, connection therewith. He shall specifically and distinctly assume, all risks of damage or injury to property or persons used or employee on or in connection with the work and of all damage or injury to any person property wherever located, resulting from any action or operation under contract or in connection with the work.

The contractor shall, during the continuance of the work under this contract including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work.

Any additional coverage(s) required as indicated on Insurance Check List are part of this contract.

Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least A:X or better per Best's Insurance Guide latest edition or its equivalent. There shall be attached an endorsement to save and hold harmless the City from any liability or damage whatsoever in accordance with the following form endorsement which forms a part of this contract.

When naming the City of Hialeah as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

### ENDORSEMENT

The insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Hialeah, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000 for each occurrence with an aggregate of \$1,000,000 per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omissions or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Hialeah, its officers, agents, and employees, as determined by court of competent jurisdiction. The contractor shall specifically and distinctly assume all responsibility for reporting any and all operations performed or to be performed under any existing contract made by or on behalf of the assured and the City of Hialeah.

It is understood and agreed that \_\_\_\_\_ (Firm Name) is at all times herein acting as an independent contractor.

Original, signed Certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the contractor, before work is started, with the City of Hialeah. The certificate must state Bid Number and Title.

Products and Completed Operations Liability shall be provided for as stated in the Insurance Check List.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Hialeah.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under this heading or under any other Section of Provisions of this contract.

The minimum limits of General Liability Insurance are prescribed as follows:

1. GENERAL LIABILITY

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

2. CONTRACTUAL LIABILITY

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage each occurrence.

3. UMBRELLA EXCESS LIABILITY

(including Primary Coverage's)

The minimum limits of Automobile Liability Insurance are prescribed as follows:

\$100,000 for injury to one person      \$50,000 per occurrence  
\$300,000 per occurrence

The contractor shall take note of the Hold Harmless Agreement contained in this contract and will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

Further, the contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent.

The City shall be named as additional insured on the (Automobile and General Liability) policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possess.

**SUPERVISION**

Contractual and any other Liability Insurance provided under this contract shall not contain a supervision, inspection, engineering services exclusion which would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibility as to the control of persons directly employed by him and of the subcontractor and persons employed by the subcontractor.

## **CONTRACTS**

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them, as he is, for acts and omissions of persons directly employed by him.

## **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, including employees and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the contractor during the term of the contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

## **INSURANCE EXCEPTION**

If bidder does not meet the insurance requirements of the specification, alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

An Owners Protective Policy in the name of the City of Hialeah shall designate this specific Contractor and identify this job at its location, and state by endorsement that this coverage is provided specifically for this job only. **LIMITS OF COVERAGE \$ 1,000,000.**

**Property Damage Liability** arising out of the collapse of or structural injury to any building or structure due to:

- a. Excavation (including burrowing, filling or back-filling in connection therewith), tunneling, pile driving, cofferdam work or caisson work, or;
- b. Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

### **Property Damage Liability for:**

- a. Injury to or destruction of wires, conduits, pipes, mains, sewers to other similar property or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling in streets or highways or,
- b. Injury to or destruction of property at any time resulting therefrom. The term "streets" includes alleys. In determining where a street or highway ends, all of the lane up to privately owned land shall be considered a street.

### **Broad Form Property Damage Liability Coverage Including Completed Operations**

The insurance for property damage liability applies, subject to the following additional provisions:

1. To property owned or occupied by or rented to the insured, or except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
2. Except with respect a liability under a written sidetrack agreement or the use of elevators.
  - a. To property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured.
  - b. To tools or equipment while being used by the insured in performing his operations.
  - c. To property in the custody of the insured which is to be installed, erected or used in construction by the insured.
  - d. To that particular part of any property, not on premises owned by or rented to the insured.
    - ( i ) Upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations or,
    - ( ii ) Out of which any property damage arises or,
    - ( iii ) The restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured.
3. With respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as including completed operations.

To property damage by work performed by the name insured arising out of such work or any portion thereof, or out of such materials, part or equipment furnished in connection therewith.

The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage and the other insurance condition of the policy is amended accordingly.

### **CROSS LIABILITY**

It is understood and agreed that the inclusion of more than one insured under this policy shall not restrict the coverage provided by this policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

### **CERTIFICATE OF INSURANCE**

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any find upon the company".

### **OUT-OF-STATE NON-RESIDENT AGENT**

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

### **SMALL DEDUCTIBLE POLICIES**

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

## INSURANCE CHECK LIST

**RFP NO. 2013/14-3130-12-005**

MUST BE SUBMITTED WITH PROPOSAL
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INSURANCE	LIMITS
<u>X</u> 1. WORKER'S COMPENSATION AND EMPLOYEES LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA.
<u>X</u> 2. GENERAL LIABILITY PREMISES OPERATIONS (M&C OR OL&T ARE REQUIRED) INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY	<u>BODILY INJURY PROPERTY DAMAGE</u> \$1,000,000 SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE.
<u>X</u> 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
<u>X</u> 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS	\$1,000,000 SINGLE LIMIT BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>X</u> 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	\$100/300,000 \$50,000 EACH OCCURRENCE
6. UMBRELLA LIABILITY	\$1,000,000 INCLUDING PRIMARY COVERAGE
7. GARAGE LIABILITY	\$100/300,000 \$50,000 EACH OCCURRENCE
8. GARAGE KEEPER'S LEGAL LIABILITY	\$50,000 EACH OCCURRENCE
<u>X</u> 9. THE CITY MUST BE NAMED AS ADDITIONAL INSURED ON THE INSURANCE CERTIFICATE <u>AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE.</u> "THESE COVERAGES ARE PRIMARY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	

- \_\_\_\_\_ 10. TEACHERS PROFESSIONAL LIABILITY \$100/300,000 \$50,000 EACH OCCURRENCE
- X   11. DRAM SHOP EXCLUSION DELETED AND LIQUOR LIABILITY WILL BE PROVIDED (\$1,000,000.00 minimum liability coverage)
- \_\_\_\_\_ 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT
- \_\_\_\_\_ 13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL BE PROVIDED
- \_\_\_\_\_ 14. FIRE LEGAL LIABILITY
- \_\_\_\_\_ 15. OTHER INSURANCE AS INDICATED BELOW:  
Builders Risk Complete Value Policy
- X   16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED
- X   17. BEST'S GUIDE RATING A:X OR BETTER OR ITS EQUIVALENT
- X   18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE
- X   19. "WHEN USING THE "ACCORD" FORM OF INSURANCE CERTIFICATE, PLEASE NOTE THAT UNDER THE CANCELLATION CLAUSE, THE FOLLOWING MUST BE DELETED. "ENDEAVOR TO" AND "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY".

**BIDDER AND INSURANCE AGENT STATEMENT:**

We understand the Insurance Requirements of these specification and that evidence of insurability may be required within five (5) days after bid opening.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Signature of Bidder's Agent

\_\_\_\_\_  
Signature of Florida Resident Agent

Agent's Errors and Omissions Policy:

\_\_\_\_\_  
Name and Location of Agency

\_\_\_\_\_  
Policy Company Expiration Amount of  
Number Date Coverage

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**MUST BE SUBMITTED WITH PROPOSAL**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

## **SCHEDULE "H"**

### **MILANDER CENTER FOR ARTS AND ENTERTAINMENT**

#### **HIALEAH, FLORIDA**

### **FOOD AND BEVERAGE SERVICES PROPOSAL**

<b>SUGGEST ANY CHANGES ON SEPARATE SHEETS</b>
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THIS CONTRACT is made and executed by and between the CITY OF Hialeah, a municipal corporation (hereinafter the "Owner"), and \_\_\_\_\_ (hereinafter the "Contractor").

WHEREAS, the Owner desires food and beverage catering services and sales at the Milander Center for Arts and Entertainment;

WHEREAS, neither the Owner nor the Milander Center for Arts and Entertainment has the staffing levels or the specialized expertise necessary to provide said services and sales;

WHEREAS, the Contractor has the experience, expertise, and personnel necessary and is willing to perform said services and sales in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the Owner and the Contractor as follows:

**1. Purpose.**

The Center is managed by the City of Hialeah Department of Parks and Recreation with the Owner. The Parks and Recreation Department operates the Center through an Event Coordinator or appointed designee. In that connection and in coordination with the Event Coordinator, the Contractor shall provide food and beverage catering services and sales at the Center in the most efficient and convenient manner possible and in accordance with the terms, covenants, and conditions of this Contract. The Owner owns the Milander Center for Arts and Entertainment (hereinafter the "Center", a 34,00 square foot event center building. The Leon Medical Centers Main Hall is approx. 9,000 square feet which may be divided into 3 different rooms. The ballroom has the capacity to assemble 750 occupants, seated, and provide a banquet for 800 people. The Recreation Room is a 2,500 square foot room, and has the capacity to seat 260 occupants, seated, and provide a banquet for 300 people. In addition, the foyer and Conference Room has a total area of approximately 5,000 square feet, the Roof Top Terrace approx. 9,000 square feet and the kitchen has a total area of approximately 5,000 square feet.

The City of Hialeah Parks and Recreation Department manages and operates the Center through a manager (hereinafter referred to as "the CEO or designated appointee"). In that connection and in coordination with the CEO or designated appointee, Contractor shall provide food and beverage catering, concessions, and vending services and sales at the Center, in the most efficient and convenient manner possible and in accordance with the terms, covenants, and conditions of this Contract.

**2. Term and Option to Extend.**

The term of this Contract shall commence on date of execution or the date the Contractor begins to provide the services required hereunder, whichever event occurs first, and terminate two (2) years thereafter: provided, however, that the Owner has the option, in its sole discretion, to extend this Contract for two (2) additional one (1) year terms by providing the Contractor with ninety (90) calendar days written notice of the intent to exercise its extension option. The extension term, if exercised, shall be on the same terms, covenants, and conditions as provided in this Contract unless the parties mutually agree in writing to different terms, covenants, and conditions.

**3. Incorporation of Contractor's Proposal.**

The Contractor's Proposal, including all of Contractor's representations, conditions and obligations, dated \_\_\_\_\_ and submitted to the Owner on \_\_\_\_\_ in order to obtain award of this Contract, is attached hereto and incorporated herein by this reference.

**4. Accounting.**

a. The term "gross revenue" means the total of all revenue (cash, credit, or otherwise), less all applicable sales tax, received by the Contractor, from whatever source, for on-site sales pursuant to this Contract.

b. Contractor shall, with respect to all business done, transaction engaged in, and revenues received pursuant to this Contract, keep and maintain at the Center true and accurate account records, books, ledgers, and data in accordance with generally accepted accounting principles and procedures acceptable to the Owner. Said accounting records shall be maintained on contractual year basis during the term of this Contract. A contractual year shall be three hundred and sixty-five (365) days measured from the commencement date of this Contract.

c. The Owner shall have the right, at all reasonable times, to inspect said records, books, ledgers, data, and all other necessary documents of the Contractor during the term of this Contract and such time thereafter as may be necessary for the Owner to verify amounts due to it under the terms of this Contract.

d. The Owner, in its discretion, may request in writing special accounting reports regarding any financial aspect of the Contractor's operation under this Contract. Contractor shall

provide Owner with the special accounting report within fifteen (15) calendar days of receipt of Owner's request.

e. The Contractor shall annually furnish to the Owner a certified audit from a certified public accountant within ninety (90) days after the close of the contractual year. Said audit must accurately show all business done and all revenues received pursuant to this Contract. If the Owner is not satisfied with said audit, the Owner may, with auditors selected by the Owner, conduct a full audit of said records, books, ledgers, data, and other necessary documents. Should the Owner's audit uncover any payment deficiencies due to the Owner in excess of one percent (1%), the amount of the payment deficiencies and the cost of the audit shall be immediately due and payable to the Owner by the Contractor and shall not be expensed as a controllable expense by the Contractor.

f. The Contractor shall submit to the Owner a monthly profit and loss statement within ten (10) days after the conclusion of each month.

g. The Contractor shall provide the Owner an annual explanation of the income and expense reporting procedures and controls utilized by its accounting personnel within ninety (90) days after the close of the contractual year.

h. Thirty (30) days prior to the commencement of each contractual year during the term of this Contract, the Contractor shall submit to the Owner for review and approval an annual budget covering all services to be provided pursuant to this Contract. The budget shall detail revenue derivation, food cost, and labor cost.

## **5. Authority.**

The Owner shall, through its designated officer, manager or agent, be the final authority with regard to all aspects of the control, management and performance of the catering, concession, and vending services and sales, and other operations required hereunder and all requests, procedures, approvals, or changes shall be submitted through the Owner. Liaison between the Owner and the Contractor will generally be through the CEO or his/her designee.

## **6. Non-Exclusive Catering.**

a. Except as limited herein, the Contractor shall have the non-exclusive right to provide food and beverage (alcoholic and non-alcoholic) catering services at the Center and operation of certain areas of the Center designated by the Owner (i.e., the Center kitchen, storage space, and bars.

b. The non-exclusive catering, rights granted herein do not include the right to sell advertising and sponsorship packages at the Center. The Owner reserves the right to sell advertising and sponsorship packages at the Center.

c. The non-exclusive catering rights granted herein shall not be construed to prohibit a Center licensee or tenant from exhibiting any commodity, product, merchandise, and/or article

in connection with an exhibit, trade show, or other type of event, or from dispensing free samples of food and/or beverages as provided in Section 20 of this Contract.

d. This Contract does not grant any sale of lease rights to the Contractor.

## **8. Food and Beverage Services.**

a. The Contractor shall organize, put into service, and manage efficiently food and beverage catering services and sales for the following existing Center rooms, facilities, and areas:

- Amphitheatre
- Art Gallery
- Exhibit Area
- Hall 1
- Hall 2
- Hall 3
- Hall 4
- Recreation Room
- Roof Top Terrace
- Main Lobby
- Surrounding Terraces and Courtyards

## **9. Other Services.**

a. Specialized Services. In addition to the normal catering, functions the Contractor will provide hereunder, the Contractor is required to provide specialized services normally associated with convention/trade show activities, events, and functions. These specialized services include, but are not limited to, the following:

- Special and pre-function style food and beverage facility services.
- Main Kitchen storage/preparation.
- Special meeting and banquet catering services.
- Water and tablecloth service.
- Exhibitor food/beverage services.

b. Personnel Services. The Contractor may be called upon by the Owner to provide personnel for special purposes such as bartending, waiter/waitress, host/hostess, or other services for Center activities, events, or functions. These special personnel services are not to be confused with the normal personnel required by the Contractor to meet the Contractor's responsibilities to provide service otherwise under this Contract.

c. All special specialized services and personnel services shall be provided by the Contractor at no cost or expense to the Owner.

**10. Operating Conditions.**

a. The activities of the Contractor hereunder shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by the Contractor in an attempt to influence the public to use the food and beverage, catering services of the Contractor. All such services and sales shall be conducted and operated under the supervision of the Contractor, and shall in no way interfere with the orderly operation of any Center activity or event. The Contractor shall conduct all such services and sales at such times, locations, and for such purpose as approved or designated by the Center Manager. The Contractor will not circulate throughout the Center premises for the sale of any commodity, product, and/or article except with the permission of the Center Manager. The Contractor and its employees shall not distribute campaign or political literature or any commercial solicitation literature of any kind at any time in or on the premises of the Center.

b. The Center Manager shall give the Contractor advance notice of the nature of scheduled Center activities, events, and functions and such information as is available regarding the probable attendance at each such activity or event. Every reasonable effort will be made by the Center Manager to notify the Contractor of the cancellation of a previously scheduled activity, event, or function to which due notice has been given the Owner, but no liability shall evolve upon the Center Manager or the Owner for failure to deliver such notice of cancellation. The Contractor, on the other hand, shall be held accountable for furnishing full and adequate service, as determined by the Owner, for the full period of time required for any Center activity, event, or function for which the Center Manager has provided notice to the Contractor. Further, nothing contained herein shall be interpreted to limit the Contractor from taking reasonable measures to obtain activity or event information from the Center in a timely manner.

c. Location of all auxiliary storage space required by the Contractor shall be subject to the approval of the Owner. The Contractor shall acquire no rights to such locations once assigned, and the Owner reserves the right to require the Contractor to remove equipment and to relocate items from any auxiliary storage spaces when the Owner deems it necessary. The Contractor shall be responsible for all cost associated with and furnishing all labor necessary to remove equipment and to relocate items from said auxiliary storage spaces.

d. The Center Manager may reasonably restrict the Contractor's sale of food and beverage commodities, products, and/or articles at the Center in order to protect goods, merchandise, equipment that is on display during a Center activity, event, or function, or because of the nature of a Center activity, event, or function.

e. The Owner reserves the right to direct the Contractor to partially or completely suspend catering services and sales during those Center activities, events, or functions in which operation of such services may be incompatible in the opinion of the Owner with such activities, events, or functions.

**12. Right of Entry and Use.**

a. It is recognized that the Contractor has the right to use certain areas of the Center necessary for catering services and sales under this Contract, and that Contractor shall have a reasonable right of necessary ingress and egress to those Center areas and to those areas of the Center that are available for common use (i.e., entrances, stairways, hallways, and lounges). The Owner shall have the right at any time to impose reasonable restrictions upon Contractor's right of ingress and egress to the Center premises. The Contractor shall have no right of access to, and the Owner may, in its discretion, refuse access to, any other area of the Center premises.

b. Nothing herein contained shall be held to limit or qualify the right of the Owner to free and unobstructed use, occupation and control of the Center premises and ingress and egress for itself, its tenants/licensees, and the public. Representatives of the Owner shall have the right to enter upon and have access to all areas of the Center occupied by the Contractor at any time.

c. The Contractor shall ensure that deliveries of all food and beverage commodities, products, and operational supplies, goods, wares, merchandise, and/or equipment shall be made at the Center service entrance between 7 a.m. and 1 p.m., Monday through Friday. The Owner, in its discretion, may approve other delivery locations and times. The Contractor shall monitor the movement of products in and out of all food service areas to avoid all conflicts with other Center activities, events, or functions. The Contractor shall cover or otherwise protect all food, beverages and food handling equipment being moved through public areas.

d. The parties understand and agree that Contractor has a need to be on the premises in the evening and weekends and at other times when the Center premises are closed to the public. It is understood and agreed that Contractor, during all such times, shall be responsible for securing the premises against vandalism, theft and/or intrusion upon the premises by persons trespassing thereupon, which responsibility shall include, but not be limited to, the locking of all outside doors, securing all unnecessary lighting, and all other steps as may be necessary and reasonable to protect the building when it is being used by the Contractor outside of Center's normal business hours.

### **13. Personnel.**

a. The Contractor shall select, employ, train, furnish and deploy employees who are proficient, productive, and courteous to Center patrons. The Contractor shall also provide adequately trained relief personnel in the event of absences by primary staff.

b. The Contractor shall furnish all necessary qualified supervision for the performance of its catering services and sales under this Contract and agrees to assign this task to a highly competent, manager who shall have no duties other than direction of said operation at the Center. The Contractor shall secure the Owner's advance approval of the person who will act as said manager and, once employed/assigned, said manager will not be replaced without the approval of the Owner.

c. The Contractor's manager or his/her assistant manager shall be present and available to the Owner during all operations of the Contractor under this Contract.

d. If at any time the Owner finds that the Contractor's manager or his/her assistant manager is unsatisfactory, and such causes and reasons are duly reported in writing by the Owner to the Contractor, the Contractor shall, within ten (10) calendar days, unless specifically extended in writing by the Owner, replace him/her with a manager or assistant manager who is satisfactory to the Owner.

e. In the event that Contractor's manager desires to leave his/her position managing Contractor's operations under this Contract, said manager will provide the replacement manager with all necessary and required training to manage Contractor's operation hereunder before leaving his/her position.

f. The Contractor assumes full responsibility for all actions of its personnel performance and/or non-performance of services, obligations, and/or duties under this Contract, and shall be solely responsible for their supervision, daily direction and control, payment of wages/salary (including withholding and income taxes, unemployment insurance, workers' compensation, and Social Security) and the like, as required by applicable federal, state, and/or local laws.

g. All of Contractor's employees that are engaged in the preparing, handling, serving and storing of food and beverages for catering, concession, and vending services and sales under this Contract must meet all applicable state, county, city, and local health district requirements for such operations.

h. Prior to commencement of its operation at the Center, the Contractor shall furnish to the Owner a written statement setting forth the names of all employees who will be performing services under this Contract, the location in which they will work, the commencement date of the employment at the Center of each such employee, and the duties to be performed by each such employee. The Contractor shall also furnish to the Owner a monthly written statement setting forth the names of persons ceasing to be employed by the Contractor at the Center.

i. The Contractor shall also provide the Owner with the following:

- A copy of the Contractor's Employee Handbook.
- A written description of recruiting techniques and sources of non-management labor.
- A written description of personnel policies and practices.

j. Contractor's employees will not solicit or accept tips/gratuities at the Center; provided, however, that Contractor's employees may accept, but not solicit, tips in any cash bar environment.

**14. Uniforms and Linens.**

The Contractor will provide and maintain linens and uniforms for all of its employees. Selection type, color, style and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the Center, shall be at the discretion and approval of the Owner. The Contractor must provide a choice of uniform styles and availability at the Owner's request. The Owner will provide the graphic standards to be followed in this design. The Owner will consider the Contractor to be the sole contact and responsible for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of Contractor's employees is the Contractor's sole responsibility, notwithstanding the fact the Owner shall have the right to comment on and, where necessary, cause Contractor to insure that all employees meet minimum hygiene and appearance standards.

**15. Quality of goods.**

Contractor recognizes that the quality of items sold and services performed at the Center is a matter of highest concern and is the essence of the contract. Contractor represents and warrants that all items Contractor sells will be of high quality and acceptable to the Center. Contractor shall provide products of high quality and at prices at least consistent with similar products presently being offered in other similar facilities located in the South Florida Market. The Center reserves the right to determine whether a particular product complies with the above standard.

**16. Menus.**

a. The Contractor shall plan and prepare imaginative menus in consultation and coordination with the Center Manager and Clients in accordance with Owner's specifications. Quantities, portions, and prices of all food items and beverages for catering services hereunder shall be subject to prior approval by the Owner. Only foods and beverages which are wholesome and of the best quality, in the opinion of the Owner, shall be purchased and served by the Contractor.

b. Contractor, upon request of the Center Manager, shall prepare appropriate sample menus for distribution to prospective users of the Center. All menus shall include the food and beverages available, prices of such, and date of distribution. All menus shall be subject to the approval of the Owner prior to distribution and shall be used by the Owner for sales and marketing purposes.

c. Should the Contractor directly contract with a Center tenant for a meal function, buffet and/or cocktail party or for providing any services in the Center, Contractor shall forward within two (2) business days one (1) copy of the completed Contract to the Owner. Such Contract shall list the various foods and beverages to be served, the approximate number of people involved, the services to be provided, the prices of the various services, the total charges to be collected for the function by the Contractor and the Owner's commission expected from the transaction.

**17. Procurement, Handling, and Sale of Food and Beverages.**

a. Except as otherwise provided in this Contract, the Contractor shall sell those food and beverage commodities, products and/or articles normally found in catering operations of this type. The Owner may require the Contractor to sell items which, in the Owner's discretion, are necessary for the operation of the food service facilities at the Center and may limit or require discontinuance of the sale of any products, commodities and/or articles which the Owner deems are not in the best interest of the operation of the food and beverage service facilities at the Center.

b. The Contractor will not sell food and beverage commodities, products, and/or articles of inferior quality. All products, commodities, and/or articles to be sold by the Contractor under this Contract must be approved in writing by the Owner. This requirement does not require the Contractor to rely exclusively on one seller or manufacturer's item(s), but several manufacturers or sellers may be used or the Contractor's original source may be changed in the interest of quality, competition and public appeal, as required by the Owner.

c. The Contractor shall sell only food and beverage commodities, products, and/or articles that comply with all applicable federal, state and local laws, acts, orders, and/or regulations.

d. The Contractor shall purchase, sell and feature locally produced (South Florida) food and beverage commodities, products, and/or articles as long as said wholesale prices are competitive with similar products available on the open market.

e. All food and beverage commodities, products, and/or articles kept for sale by the Contractor under this Contract are subject to inspection and approval or rejection by the Owner at any time during the term of this Contract. The Contractor shall immediately remove from the Center all rejected food and beverage commodities, products, and/or articles and such shall not be returned for sale by the Contractor under this Contract.

f. The Contractor shall purchase food and beverage commodities, products, articles, and operating supplies (i.e., uniforms, laundry service, paper goods and detergents) from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices, it being understood that the Contractor shall avail itself of all lawful trade, cash, quantity discounts and rebates and all such discounts and rebates, both local and national, shall inure to the benefit of the food and beverage catering, sales and services hereunder. All such purchases shall be in the Contractor's name and payment shall be made directly to the supplier.

g. All food and beverage commodities, products, and/or articles received by the Contractor for use in performing its obligations under this Contract shall be inspected by the Contractor upon delivery for quality and quantity compliance with its original order. The Contractor shall store all such food and beverage items in proper areas in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. The Contractor shall

cover all refreshments and food exhibited for sale in showcases or other suitable containers. The Contractor shall wrap all pre-packaged sandwiches, cakes and other similar products in cellophane or similar transparent wrapping appropriate to the food service industry.

h. The Contractor shall submit a detailed price schedule to the Owner based on current market conditions for any and all food and beverage commodities, products, and/or articles it proposes to sell under this Contract. The price schedule shall include the size, weight, quantity and price of each proposed food or beverage product, commodity, and/or article. The price schedule and all prices shown thereon are subject to the approval of the Owner. The Owner and the Contractor shall, on a quarterly basis, or as deemed necessary by the Owner or the Contractor, review the price schedule of all products, commodities, and/or articles sold under this Contract. Any changes in the price schedule are subject to the prior approval of the Owner.

i. If the Contractor desires to sell any food and beverage commodity, product, and/or article not included in the approved price schedule, the Contractor must first obtain the written approval of the Owner to sell such item. If the Contractor desires to substitute a food or beverage commodity, product, and/or article listed in the approved price schedule, the Contractor must first obtain written approval of the Owner for such substitution.

#### **18. Sale of Alcoholic Beverages.**

a. The Contractor shall obtain and maintain all federal, state, and local permits and licenses required for the sale, service, and consumption of intoxicating beverages, alcoholic beverages, and/or any fermented ale, wine, liquor, or spirits under this Contract. The costs associated with the Contractor obtaining all such licenses and permits shall be the sole responsibility of the Contractor.

b. The types of catering activities, events, functions at which wine, beer, or other alcoholic beverages are sold by the Contractor under this Contract is subject to the prior approval of the Owner and subject to any policies and procedures established by the Owner regarding such activities, events, or functions. Contractor may levy a corkage charge during such functions at a price approved by the Owner.

c. The Contractor must provide, at its own expense, an alcohol awareness training program for its employees (i.e., TIPS) and provide the Owner with complete information regarding such program.

#### **19. Advertising.**

The Contractor shall not advertise in any manner other than as approved by the Owner. The Contractor shall have no right to use the trademarks, symbols, trade name, or name of the Owner or Center, directly or indirectly, in connection with any activity, event, function, promotion, production, service, and/or publication without the prior consent of the Owner.

**20. Food and Beverage Samples.**

a. Contractor understands and agrees that food and beverage commodities, products, and/or articles may be germane to a Center activity, event, or function. As such, nothing in this Contract shall be construed to prohibit a Center licensee/tenant from exhibiting any food and/or beverage commodity, product, and/or article, or from dispensing free samples of food and beverages, in connection with a Center activity, event, or function. The Center Manager shall determine whether food and/or beverage samples are appropriate for a Center activity, event, or function.

**21. Equipment and Small wares.**

a. The Owner will provide certain equipment to the Contractor for its use in performing its obligations under this Contract. Said equipment is listed on attached and incorporated Appendix C. The Contractor acknowledges that it has inspected said equipment prior to execution of this Contract and that said equipment is in good condition and repair, and is acceptable. The Contractor is responsible for maintaining said equipment in good condition and repair. The Contractor shall, at its expense, repair or replace any of said equipment that is damaged during its operations under this Contract. Said equipment shall not be removed from the Center premises by the Contractor without the written approval of the Owner. At the termination of this Contract, the Contractor shall return said equipment to the Owner in the same condition as existed at the inception of this Contract, except for normal wear and tear, and will reimburse the Owner for any of said equipment that is damaged or missing on the basis of replacement value.

b. The Owner shall furnish, up to the quantity owned by the Owner and available at the Center, tables and chairs to tenants for catered and special events at the Center. All fee charges for the use of the Owner's tables, chairs, and Center premises for catered events shall be retained by the Owner. The Owner, at its option, may directly bill the tenant for said use fees or require the Contractor to bill said use fees to the tenant and remit said fees to the Owner. Said use fees shall not be included in the Contractor's gross revenues under this Contract.

d. The Contractor shall supply all small wares necessary to accommodate 2,000 guests during its operations under this Agreement. Small wares shall become the property of the owner at the conclusion of the contract. Said small wares are listed in attached and incorporated Schedule 1. The Contractor shall maintain its small wares in good and presentable condition, including ensuring that said small wares are washed after each use to achieve maximum cleanliness and sanitation. The Contractor's washing of glassware and cutlery must produce spotless drying. Contractor shall perform, at its expense, a physical inventory of said small wares on a quarterly basis. Contractor shall provide the Owner with the results of each small ware inventory within five (5) calendar days after

the inventory is completed. The Contractor shall replace missing or damaged small wares within thirty (30) calendar days of the inventory. The small ware replacement costs shall be deemed a controllable expense of the Contractor.

- e. Except for the equipment listed on Appendix C, the Contractor shall provide any and all other equipment necessary to conduct its operations and perform its obligations under this Contract. The Contractor shall maintain, at its expense, such equipment in good condition and repair. The Contractor shall, at its expense, repair or replace said equipment that is damaged during its operation under this Contract. The Contractor shall be responsible for any damage to its equipment during its operations under and/or term of this Contract. The Contractor shall provide the Owner with an inventory of the equipment it shall use on the Center premises prior to the commencement of its catering, concession, and vending services and sales at the Center. Said inventory shall be updated and kept current by the Contractor and a copy of the updated inventory shall be available to the Owner upon request.

## **22. Maintenance, Repair and Sanitation.**

a. The Contractor shall maintain, at all times, the Center kitchen, storage areas, food and beverage preparation/service areas, and all related equipment, fixtures, paraphernalia, material, utensils and other items therein, in a clean, sanitary, and operable condition, and comply with all applicable health and sanitation laws and regulations. The Contractor shall at all times permit and facilitate inspection of its food and beverage service operation under this Contract by the Owner, its representatives and by authorized public authorities.

b. The Contractor shall be responsible for and shall repair any and all damage to the Center kitchen, storage areas, food and beverage preparation/service areas and other Center areas, and all related equipment, fixtures, improvements, appurtenances, floors, walls, and other property therein where said damage occurs during Contractor's use of the respective Center area. At the termination of this Contract, the Contractor may remove its own equipment, but will be responsible for leaving the Center premises in the same condition as existed at the inception of this Contract, reasonable wear and tear accepted, and will reimburse the City of Hialeah for damage to the Center premises.

c. The Contractor shall follow and comply with the Sanitation Regulations and Job Inspection requirements as specified in the Contract. The Contractor shall provide the Owner with a description of its approach to sanitation practices and a description of its program used to train its employees in proper sanitation procedures.

d. The Contractor shall transport all waste materials, including grease, from the Center kitchen, storage areas, and food and beverage preparation/service areas, to waste receptacles provided by the Contractor at garbage pick-up areas, in a manner and by a route designated by the Owner. Such removal shall be made during and after each Center activity, event, or function.

e. The Contractor must not discharge any grease into the Center's drains and must keep grease in containers for disposal by the Contractor. If the Contractor fails to comply with this provision, any cost, charge or expense incurred in opening, cleaning and/or repairing drains for such discharge will be paid by the Contractor.

f. Contractor expressly agrees to comply with all codes, ordinances, regulations and laws regarding environmental health and safety matters, including the use and disposal of cleaning agents and the like.

g. In the event that the Owner deems that the Contractor's sanitation services are unsatisfactory, the Owner reserves the right to contract for or provide such sanitation services and charge the Contractor for said sanitation services. This right is in addition to all other rights the Owner may have under this Contract and the law as a result of Contractor's unsatisfactory sanitation services.

**23. Job Inspection.**

a. Formal inspections of the foodservice facilities are to be conducted a minimum of four (4) times a year by the Owner, accompanied by the Contractor.

b. An inspection checklist is to be prepared and completed by the Contractor and submitted to the Owner not later than three (3) working days following the inspection. A complete report of corrective measures taken or to be taken for any deficiencies noted should accompany the inspection report.

c. Informal inspections of the foodservice facilities are to be conducted daily by the Contractor with immediate corrective measures taken for any deficiencies noted.

**24. Alterations and Modifications.**

The Contractor shall obtain the written approval of the Owner prior to making any alterations or modifications to or installation of equipment in the Center kitchen, storage areas, and food and beverage preparation/service areas. All approved alterations and modifications shall be constructed and completed in a competent and skillful manner. All approved and completed alterations or modifications to said areas shall become a part of the Center premises and shall be the property of the Owner.

**25. Affirmative Action.**

a. Contractor understands that all labor contractors who are issued permits to work within the Center are required to make a concerted effort to employ a work force which is representative of the minority population of the City of Hialeah. To that end, the Contractor agrees to meet with the Owner within fifteen (15) days after the award of the Contract and shall, within ninety (90) days after said award, complete preparation of an affirmative action plan to

achieve a fully integrated work force, subject to approval by the Owner. Pertinent data regarding minority populations within the City of Hialeah shall be supplied by the Owner.

b. The Owner may terminate this Contract and any other contract for failure by Contractor or other labor contractor to demonstrate, without good cause as determined by the Owner, compliance with or substantial progress toward the goals set forth in the approved affirmative action plan. Prior to any termination, the Owner shall give notice of noncompliance and a sixty (60) day period thereafter within which to make progress toward compliance.

c. The Contractor will furnish all information and reports required by the Owner, and will permit access to its books, records, and accounts by the Owner for purpose of investigation to ascertain compliance with this section.

d. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, color, religion, ancestry, or national origin.

e. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended.

f. The Contractor will include the provisions of paragraphs "a" through "d" in every subcontract, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request Owner to enter into such litigation to protect the interests of the Owner.

## **26. Equal Employment and Nondiscrimination**

During the performance of this Agreement, Contractor and contractor's sub consultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

## **27. OSHA Requirements.**

Contractor agrees to comply with conditions of the federal Occupational Safety and Health Acts of 1970 (OSHA), as it may be amended, and the standards and regulations issued

there under, and certifies that all items furnished and purchased under this Contract will conform to and comply with said standards and regulations.

**28. Minimum Sanitation Regulations.**

- a. The Sanitation Code of the U.S. Food Service Industry as published by the National Restaurant Association.
- b. All state of Florida Acts and Regulations governing foodservice operations.
- c. All applicable Municipal Regulations.
- d. All applicable Federal Government Acts and Regulations.
- e. Appropriate voluntary codes and guidelines established by trade associations and other groups operating within the food industry.
- f. Any specific guidelines established by the Owner.

**29. Taxes and Assessments.**

The Contractor shall pay all license fees, assessments, taxes, and deductions resulting from Contractor's performance of its obligations under this Contract, including but not limited to all retail sales taxes on the products and services provided hereunder by the Contractor, federal income tax, FICA, social security tax, and assessments for unemployment and workers' compensation insurance. In the event a tax or assessment is imposed against the Owner as a result of the Contractor's performance of its obligations under this Contract, the Contractor shall pay said tax or assessment before it becomes due.

**30. Status of Contractor.**

Contractor is an independent contractor, and none of Contractor's employees or agents shall be considered an employee of the Owner. Contractor and Contractor's employees or agents shall make no claim of Owner employment or claim any related employment benefits from the Owner, including but not limited to medical benefits, worker's compensation, social security, and/or retirement benefits. Contractor has no authority to nor shall Contractor represent that it has authority to bind the Owner in any manner.

**31. No Guarantee.**

The Owner in no way promises or guarantees the number of Center activities, events, or functions, or the level of attendance at same, or the sales, payments, and revenues to Contractor resulting from Center activities, events, functions.

**32. No Conflict of Interest.**

Contractor represents that it and its employees do not have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the term of this Contract.

**33. Compliance with Law.**

The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of its catering sales and services under this Contract. Contractor agrees to perform all of its obligations under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations enacted, adopted, or promulgated by any governmental agency, legislative body, or regulatory body, whether federal, state, local, or otherwise.

**34. No Insurance Provided By Owner.**

The Owner does not maintain any insurance, liability or otherwise, for or on behalf of the Contractor.

**35. Indemnity, Hold Harmless, and Defense.**

a. Contractor agrees to protect, defend, indemnify and hold harmless the City of Hialeah and the Department of Parks and Recreation, their elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of Contractor, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

b. If the negligence or willful misconduct of both Contractor and the City, County and/or Department of Parks and Recreation (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between Contractor and the City, County and/or Bureau in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

c. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

**36. Additional Insurance Conditions.**

a. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of Florida. Such insurance company and policies are subject to the prior approval and acceptance of the Owner.

b. The Commercial General Liability, the Commercial Automobile, the Employer's Liability, and Employee Dishonesty Liability insurance policies required under this Contract must name the Owner, City of Hialeah, their elected officials, officers, employees, volunteers and agents as additional insured's with primary coverage, whether or not said entities and/or persons have other insurance against any loss covered by said insurance.

c. The Contractor shall furnish a certificate of insurance as evidence of coverage for each policy including the appropriate additional insured endorsement. Each certificate shall provide that if the insurance policy is canceled by the insurance company or Contractor during the term of this Contract, the insurance company shall provide the Owner with forty-five (45) days written notice prior to the effective date of such cancellation. If requested by the Owner, the Contractor shall furnish a complete copy of the insurance policy to the Owner."

d. Unless expressly waived in writing by the Owner, Contractor shall, throughout the term of this Contract, require all of Contractor's agents, licensees or subcontractors providing a service at the Center to provide Contractor and the Owner with certificates of insurance and insurance policies evidencing the same type of Commercial General Liability, Workers' Compensation, Employers' Liability, and Commercial Automobile Liability insurance coverage with the same policy limits required of Contractor by this Contract. Said insurance shall include

the additional insured endorsement and the cancellation terms required of the Contractor by this Contract.

e. Contractor's compliance with insurance coverage requirements shall not be construed to relieve the Contractor from liability in excess of the insurance policy limits.

f. The Contractor shall comply with any and all applicable insurance and fire prevention laws, rules, and regulations, enacted, adopted, or promulgated by any governmental agency, legislative body, or regulatory body, whether federal, state, local, or otherwise.

**37. Waiver of Damage Claims and Subrogation.**

Contractor, its officers, agents, employees and insurer(s) hereby waive any right of recovery and release the Owner, its elected officials, officers, employees, volunteers, agents, and assigns from any and all liability or responsibility, including anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage which Contractor, its officers, agents, employees and/or insurers may sustain incidental to or in any way related to Contractor's catering, concession, and vending services/sales, and all other operations under this Contract

**38. Assignment.**

This Contract shall not assign, subcontract, transfer, hypothecate, mortgage or otherwise encumber any right, duty, obligation, liability, claim, or interest hereunder without the prior written consent of the Owner. In the event that such an assignment, subcontract, or transfer is permitted by the Owner, the assignee, subcontractor, or transferee shall assume all of Contractor's duties, obligations, and liabilities under this Contract.

**39. Removal of Subcontractor.**

If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the Owner may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

**40. Subordination.**

This Contract and everything herein contained shall be subordinate to any ground and underlying lease or leases and to any charge or charges (including deeds of trusts, mortgages, bonds, and all instruments supplemental thereto) and all renewals, modification, consolidations, replacements and extensions thereof created by the Owner in respect to the Center and the Contractor hereby covenants and agrees that it will at any time and from time to time as required by the Owner during the term hereof and any extension or renewal, give all such further assurances relative to this proviso as may be reasonably required to evidence and effectuate this subordination of its rights and privileges hereunder to the holder or holders of any such ground and underlying lease or leases and charge or charges (including deeds and trusts).

**41. Payment for Utilities.**

The Owner shall provide gas, electrical, and water services at the Center for use by the Contractor in performing its obligations under this Contract.

**42. Default or Breach.**

Each of the following events constitutes a default or breach of this Contract by Contractor:

a. If Contractor files a petition for bankruptcy, insolvency, or reorganization under any bankruptcy act/law, or shall voluntarily take advantage of any such act/law by answer or otherwise, or shall make an assignment for the benefit of creditors.

b. If involuntary proceedings under any bankruptcy or insolvency act/law is instituted against Contractor, or if a receiver or trustee is appointed to administer Contractor's affairs, and such proceedings are not dismissed or the receivership or trusteeship vacated within sixty (60) after the institution or appointment.

c. If the Contractor fails to timely pay the Owner any minimum or commission required under this Contract.

d. If the Contractor fails to perform, keep, and/or observe any of the terms, covenants, conditions, and/or obligations of this Contract, and the failure continues for a period of ten (10) calendar days after written notice of the failure is provided by the Owner to the Contractor, or if the failure cannot be reasonably corrected/remedied within the ten (10) calendar day period, the Contractor does not in good faith commence correction/remedy within the ten (10) calendar day time period and does not diligently proceed to completion of the correction/remedy.

e. If the Contractor vacates or abandons the Center premises and its catering service under this Contract.

**43. Effect of Default or Breach.**

In the event of any default or breach of this Contract as set forth in Section 41, the Owner has the following options:

a. The Owner may, in its discretion, terminate this Contract upon giving the Contractor five (5) calendar days written notice of termination. The Contractor shall be liable to the Owner for all damages, losses, expenses, and costs suffered by the Owner as a result of the Contractor's breach/default.

b. After termination, the Owner may, in its discretion, enter into a catering and concession contract for the Center with another party. In such case, the Contractor shall be liable to the Owner, in addition to all other damages and/or losses caused by the Contractor's breach, for all expenses and costs incurred by the Owner in obtaining another party to perform catering sales and services at the Center. The Contractor shall also be liable to the Owner for the difference in minimums and/or commissions received by the Owner under the new catering contract and the minimums and/or commissions due from the Contractor to the Owner during the same period under this Contract.

c. The Owner may, in its discretion and without notice, enter the Center premises immediately and remove any property of the Contractor, and store the property in a public warehouse or other place selected by the Owner, at the expense of the Contractor. If the Contractor has not paid the removal and storage expenses of the Owner within thirty (30) calendar days of removal, the property shall become the property of the Owner. The Owner may, in its discretion, dispose of the property in any manner without payment or reimbursement to the Contractor.

d. Upon termination, the Owner may, in its discretion, require the Contractor to remove any and all improvements, fixtures, facilities, and structures, constructed or placed on the Center premises by the Contractor, title to which has not vested in the Owner, and restore the Center premises and leave such in the same condition as existed at the time of commencement of this Contract, complete with all of Owner's equipment, furnishings, and fixtures inventoried at the time of commencement of this Contract.

e. Upon termination for default or breach of this Contract, Contractor is not entitled to any reimbursement of, and waives any claim or interest in, the equipment use fee specified in Section 5.

f. The Owner may, in its discretion, assert any other remedy, means, or claim provided in law or equity as a result of Contractor's default or breach of this Contract.

g. The Owner may, in its discretion, utilize any combination of the above options. All rights and remedies of the Owner under this Contract are cumulative and not alternative.

**44. Termination without Default or Breach.**

a. The Owner or Contractor may terminate this Contract, where no default or breach of the Contract has occurred; by giving the other respective party One hundred and eighty (180) calendar days' written notice of termination.

b. Upon such termination by either party, and at the Owner's election, Contractor agrees to sell any or all of the Contractor's movable fixtures and equipment installed or used upon the Center premises. In the event Owner elects to purchase any or all of said fixtures or equipment, then Owner shall notify Contractor in writing at least twenty (20) calendar days prior to termination of this Contract. In the event Owner exercises its option to purchase any or all of said business fixtures and equipment, the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, each party shall appoint one qualified appraiser and the two appraisers shall determine the fair market value of such items, which determination shall be final and binding upon the parties. The cost of these appraisers shall be shared equally by the Owner and Contractor.

c. Upon termination, the Owner may, in its discretion, require the Contractor to remove any and all improvements, fixtures, facilities, and structures, constructed or placed on the Center premises by the Contractor, title to which has not vested in the Owner, and restore the Center premises and leave such in the same condition as existed at the time of commencement of this Contract, complete with all of Owner's equipment, furnishings, and fixtures inventoried at the time of commencement of this Contract.

**45. Non-Waiver.**

Any waiver of the Owner of any default or breach of this Contract by the Contractor must be express and in writing. No waiver shall be implied or inferred from any action or inaction of Owner. Waiver of the Owner of any default or breach of this Contract by Contractor does not constitute a waiver of any other and/or subsequent default or breach of this Contract by Contractor.

**46. Severability.**

It is understood and agreed that if any part of this Contract is held to be illegal or invalid, the validity and enforceability of the remaining provisions shall not be affected.

**47. Modification.**

No change, modification, amendment, and/or addition to this Contract shall be valid or binding upon either party unless in writing and executed by both parties.

## **APPENDIX 1**

### **SMALLWARES AND CONTRACTOR SUPPLIED EQUIPMENT**

The Contractor will provide small wares adequate to provide service to 2,000 persons at one time in banquet/exhibition areas, in any specialty dining areas as well as equipment to service all concessions, etc. as specified by the Contractor with assistance and agreement by the Owner and shall include the following:

1. Adequate supply of china, including but not limited to: plates, bowls, cups, saucers, water pitchers, and related items. Unless otherwise directed by the Owner the china will not have the logo of the Center imprinted thereon.
2. Beverage glassware.
3. Adequate supply of trays (service style).
4. Supply of stainless steel and/or silver plated dining utensils, including but not limited to: knives, forks, spoons and soup spoons.
5. Ample supplies of back-of-the-house service wares, including but not limited to: Kitchen utensils, equipment cleaning aids, and related items.
7. Buffet and catering equipment, i.e., chafing dishes, mobile carts, service wares, and related items.
8. Salt and pepper shakers.
10. Other miscellaneous tabletop small wares as required.
11. Linens, Chair covers

**Small wares shall become the property of the owner at the conclusion of the contract.**

## FOOD SERVICE EQUIPMENT LIST

Please be advised that the Owner owns the following equipment:

ITEM No.	QTY	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NUMBER	EQUIPMENT REMARKS
K01	4	HAND SINK, WALL MOUNTED	ADVANCE TABCO	7-PS-18	
K02	1	3 COMPARTMENT SINK	ADVANCE TABCO	94-43-72-24RL	
K02.1	5	FAUCET WALL MOUNTED	FISHER	3253	
K02.2	3	1 COMPARTMENT SINK	ADVANCE TABCO	-	30" WIDE
K02.3	N/A	1 COMPARTMENT SINK	ADVANCE TABCO	-	
K03		35 QT MIXER	HOBART	C300-BUILDUP	
K04	1	CONVENTION OVEN DOUBLE DOOR	VULCAN HART	VC66GD	MOBILE
K05	1	RANGE W/CONV. OVEN BASE	VULCA-HART	V48-S-6R-126-N	
K05.1	1	GAS STOCK POT STOVE	VULCA-HART	VSP100	GAS 110,000 BTU
K06		BROILER INFRARED	VULCAN HART	VSB265B	GAS 30,000 BTU
K06.1	1	BROILER UNDER-FIRED/GAS	VULCAN HART	C246A	MOBILE
K07	1	STEAMER CONVENTION	GREEN	PE-65C	
K08	1	30 GAL TILT SKILLET	VULCAN HART	VG30	
K09	2	2 FRYERS BATTERY, GAS W/FILTER	VULCAN	GR65A	PROVIDE FOOT PRINT FILTRATION SYSTEM
K10	1	CART	RM-TAG		
K11	1	SALAMANDER	HOBART	HCB48	
K12	1	TABLE, PREP W/ SINK & DECK FAUCET	ADVANCE TABCO	DL-30-72	
K12.1	1	FAUCET DECK MOUNT	FISHER	3512	
K13	N/A	WORK TABLE	ADVANCE TABCO	V39-3610	
K13.1	2	RACK, POT PAN	ADVANCE TABCO	SN-72	POT RACKS WALL MOUNTED
K13.2	1	POT RACK	ADVANCE TABCO	SC-72	CORING MOUNTED
K13.3	6	DRAWER ASSEMBLY COMPLETE	ADVANCE TABCO	SS-2020	
K13.4	N/A	TABLE OVERSHELF W/MICROWAVE SHELF	ADVANCE TABCO	MC-17-96	
K13.5	N/A	FAUCET, DECK MOUNT	FISHER	3012	
K13.6	2	BIN, INGREDIENT	CAMBRO	IB27	
K14	N/A	REACH IN REF.	TRUE FOOD SERVICE	T-2307	
K15	N/A	STEAMER RACK	MODEL		MODEL TO BE SELECTED BY OWNER
K16	3	CABINET, MOBILE, WARMING HOLDING	F.W.E.	LWS-12 D	MOBILE
K17	1	CABINET, MOBILE, REFRIGERATED	F.W.E.	SR-60	MOBILE
K18	N/A	Cooling RACK	RM-TAG		
K19	1	ICE MACHINE	MANITOWOC S-SERIES 1600	20B-230/60/1	AIR COOLED 30 AMPS ( BREAKERS ) 1 PH
K19.1	1	POT FILTRATION SYSTEM	CUNO WATER FILTER	MODEL	MODEL TO BE SELECTED BY OWNER
K20	1	ONE SINK TABLE	ADVANCE TABCO	DT5-530-60L	MODEL TO BE SELECTED BY OWNER
K20.1	1	DISPOSER, CONTROL CENTER	IN-SINK-ERATOR	CC-202D-3	
K20.2	1	DISPOSER, GARBAGE	IN-SINK-ERATOR	SS-300-15-SHORT	
K20.3	1	PRE-RINSE FAUCET, WALL MOUNTED	FISHER	2210-KW	
K20.4	N/A	SINK SOAK	DUKE MANUFACTURING	SK520LD	MOBILE
K21	1	UNIVERSAL HOOD TYPE DISHWASHER	CHAMMOY	PD-HBI	
K21.1	1	WATER HEATER, BOOSTER, GAS	HOBART	1B140-BUILDUP	
K22	1	CLEAN DISH TABLE	ADVANCE TABCO	DTC-530-18L	
K23.1	2	HOSE REEL WITH CUN	FISHER	29599	PROVIDE REEL RINSE BACK PLATE
K23	2	DOLLY DISH-RACK	CAMBRO	SS-7020	MOBILE
K24	2	DISH STORAGE DOLLY	CRES COR	SD1-16-240	MOBILE
K25	2	DIRTY DISH RACK MOBILE	ADVANCE TABCO	MC-1845K	
K26	8	FREEZER SHELVING	ADVANCE TABCO	EC-1836	
K27	N/A	SCALE RECEIVING	HOBART	HBR300-1	-
K28	1	RECEIVING TABLE	ADVANCE TABCO	TKM5-307	MOBILE
K28.1	1	WORKING TABLE	ADVANCE TABCO	TKM5-306	MOBILE
K28.2	1	WORKING TABLE	ADVANCE TABCO	CLSTOM ( 30" x 165" )	MOBILE
K28.3	1	WORKING TABLE	ADVANCE TABCO	CLSTOM ( 24" x 108" )	MOBILE
K29	1	CART BAKKET SERVICE	F.W.E.	P15	MOBILE
K30	8	DRY STORAGE SHELVING	ADVANCE TABCO	SG-2448	
K31	1	RACK CAN	ADVANCE TABCO	CR30-54	
K32	1	CART, BANQUET SERVICE	LARESIDE/ARIS	594	MOBILE
K33	1	QUICK STORAGE CABINET	INTERSTATE PRODUCTS	PLS1-32	JANITOR CLOSET
K34	1	FAUCET, UTILITY	FISHER	826	JANITOR CLOSET
K35	1	NOB SINK 17" x 18"	FELER CLASS	-	JANITOR CLOSET
K36	1	SHELVING WALL MOUNTED	ADVANCE TABCO	K-245	JANITOR CLOSET
K37	N/A	COFFEE URN	FFICO	CR5-71AC-13 LEDSC ( 115/114 )	MOBILE DISPENSER
K38	2	HEB FLA-HOT FLA BREWER	BLISS	HC8123/208-1.13A	MOBILE DISPENSER
K39	1	CART ICE TRANSPORTER	CAMBRO	ES200TR	MOBILE
K40	N/A	FELER GLASS	FISHER	98388	
K41	N/A	POT RACK, WALL MOUNT	ADVANCE TABCO	PS-10-96	
K42	N/A	RACK, POT & PAN	ADVANCE TABCO	9-43-72-24RL	
K43	2	FELER, KILL & POT	FISHER	2740	
K44	1	EXHAUST HOOD W/PERFORATED FRONT W/VA REFRIGERATOR	HOOD IN POT	SW-4824 PH	
K45	1	SANDWICH SALAD PREP	TRUE FOOD SERVICE	TSS1-48-12	
K46	1	CUTTER/MIXER, VERTICAL	HOBART	HCM300-BUILDUP	
K46.1	1	UTILITY SPRAY	FISHER	2260	

